(ESTABLISHED

Boughoug Telegraph.

February 21, 1914,

Temperature 6 a.m. 68. 2 p.m. 76 Humidity ,, 94,

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Temperature 6 s.m. 66, 2 p.m. 69, February 20, 1913, , 95, , 87. Humidity

晚七岁月正年寅甲

SATURDAY,

FEBRUARY.

1914.

\$36 PER ANNUM

TELEGRAMS.

UNREST IN INDIA. A STARTLING REPORT.

[Reuter's Service To The "Telegraph."]

Lendon, Received February 20, Reuter's Calcutta correspondent at Calcutta says the Englishman states that on Monday night a large body of raiders crossed the frontier and attacked a blockhouse at Attock Bridge. Armed police fought the raiders for several hours. The raiders retired with a few casualties.

The same body on Tuesday fired on the Sussex Regiment who were engaged in manauvres near Peshawur. The result of when he was confident that the this attack is not known, but ambulances have gone out from Pechawur and Artillery has been ordered to be in readiness.

Greatly Exaggerated.

A message from Reuter's correspondent at Delhi states that the report of the raid and attack have been greatly exaggerated. Some Budmashes fired several shots a few nights ago and retired appointed, point out that when the fire was returned. There were no casualties on either side.

MR. LLOYD GEORGE.

SERIOUSLY ILL.

London. Received February 20. Mr. Lloyd George, who has been suffering from influenza, left his bed to speak in the House of Commons yesterday. Afterwards his condition became so serious that he was compelled to take to his bed again. His temperature is 102.

Better Now.

London. Received February, 21. Mr. Lloyd George is better. He has motored to Walton Heath for the week-end.

RUBBER SALES.

CENTRAL AGENCY DISCOUNTED.

London. Received February 20. Mr. Noel Trotter, who presided, into the language and grown speak German thoroughly are not portunity of calculating exact and the property of the company said the suggestion for the estab- familiar in everyday conversation confined to the irregularities ly how many instances of disposed of. agency otherwise than by a sys- novel methods of pronunciation to nature of the construction. impracticable.

POLLING AT POPLAR.

MUCH EXCITEMENT.

London. Received February 20. Polling is taking place at Poplar where there is considerable excitement Sir Mathew Wilson. the victor at Bethnal Green is assisting the Unionist candidate.

WATERLOO CUP.

THE FINAL.

London. Received February 21. the Waterloo Cup final Dilwyn be at Leucory 4. The betting was two to one on the . winner,

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covered.

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TELEGRAMS.

CONDENSED.

The Hungarian loan has been

BETHNAL GREEN. VIEWS ON THE RESULT.

Router's Service To The "Telegraph,"]

HELEGRAMS.

London. Received February 20. Sir Matthew Wilson, the succossful Unionist candidate Bethnal Green, says that his victory was due to the people's sympathy with the men of Ulster and to their disestisfaction with pleaded guilty of intentionally the Insurance Act.

his supporters, said his opponents was greatly provoked and fired on PRESERVATION held the sent by a minority vote, the spur of the moment. There would be another election before eighteen months were over. present absurd result would be

Matthew Wilson his congratula- that burgiars had entered the tions, saying that his victory could castle. He secured a gun, and not have come at a better moment. | went downstairs, and finding the

Commons when the result was announced.

The Conservative papers are very jubilant over the result and proclaim Home Rule as doomed.

Home Rule, The papers state that Sir T. Roe will resign his scat at Derby to provide a seat for Mr. Master-

London, Received February 21 ... Sir T. Roe says he is not reeigning.

Mr. Masterman III.

a long rest. It is pointed out but nobody ever that it is unnecessary for the of member of the House of Com-

words constitute an unexpectedly the "chaussee." large part of the ordinary Ger- ... Attempts At Elimination' Englishman.

French Intrusions. not be will hit the mark. There foreign words that have an equi- social intercourse. is a very large class of German velent in German. It is also The French words which are "Though there undoubtedly

EELEGRAMS.

GERMAN SENSATION.

TRIAL OF A COUNT.

London. Received February 20.

The trial of Count Mielczynski doctor sat beside the accused ditions until 1915. who was most dejected, Ha killing his wife and her nephew Mr. Masterman, in a speech to but in extenuation said that he

[On December 22 the following was sent by Reuter:-Reuter's correspondent at Posen reports that at Castle Dakoayokce, near Mr. Bonar Law wired to Sir ing a noise in the night, thought appears that the nophew was Empire. The Liberal papers, while dis- staying with Count and Countess Mielczynski. The Count had Scurr is a Home Ruler and, there- been suspicious for some time of fore, the result is a victory for the relations between his wife

and her nephew, who was the son of her half-sister. Returning from a party at four o'clock in the moraing, he noticed that his wife's room was lit up, and hearing a noise there he went in to investigate, taking a sporting gun with him, and found the couple together.]

the surrounding neighbourhood foresight to prophesy that "the are so full of French words. from gastritis and is to take a which label themselves "Friseur" Kaiser's German" will for many 'Globe." chancellor of the Duchy to be a in conversation by any other matter of common knowledge actually spoken of as a "Friseur" formerly scelt "Thur," should because it is impossible to call be banished. him anything else unless you emversant with the more common if you fly, the town and desert idioms and forms of speech will the narrow streets for the broad have failed to notice that foreign high-road, where are you? On

affairs between a German and foreign words, and particularly should contain that letter. of French words, and for the sub-

to find in ordinary usage in Ger- The Superfluous "H." The Hungarian loan has been England are only seen and not definite standard, and in doing so trary the French words which the Hongkong and Shanghai started a joss-pidgin bonfire of They did not leave much to be

WELEGRAMS.

BISLEY CONDITIONS.

CHANGE POSTPONED.

London, Received February 21. Colone |Seeley bas sgreed to a

London. Received February 21. Reuter's correspondent at Ot-Graetz, Count, Mielczynski, a tawa states that a Bill has been member of the Reichstag, hear- introduced in the House of Commons granting the Government power to prohibit the export of crude and partly manufactured There were scenes of great Un- Countess and her nephew in the Lat oleum. The Premier said the ionist enthusiasm in the House of former's bedroom, he shot them Bill was introduced as a result of both dead. The Count then report- representations made to the ed the affair to the Public Prose- Government on the possibility of was: cutor and demanded an in-circumstances arising when it vestigation. Reuter's correspon- would be necessary to preserve dent at Posen states that it oil for use in the defence of the

ADDRESS ADOPTED.

London. Received February 20. The House of Commons has adopted the Address in reply to the Speech from the Throne.

manner. While "the King's That is why the soldiers' merch-There are certain shops to be English" denotes the speech of ing songs, songs that are sung tofound in Oxford street and the vast majority, it requires little day by the German regiments, thinks a long day remain the language referring to " them of but a small minority. It is a name than that of hairdresser, that the superfluous "h" in such But in Germany a hairdresser is words as "Tur," which was

even then you will still be talking since become with the Prussian Bingham, and Matthews. Shang-No Englishman who has been French and not German. And if State liulways, and so is unable hai Mr. Eric M. Ross, C.A., who, in German a sufficient length of you wish to mention the pavement to remember whether in these in conjunction with Mr. C. time to allow him to become con- you have to call it a "trottoir," or, days the notice "Tur schliezsen" Dunman, A.C.A., has acted was affixed to the doors of each liquidator, presented the followcompartment, but he has often ing report: taken delight in considering the "The liquidation having now joy that would have filled the been completed, I have called heart of the indefatigable Uncle this meeting for the purpose of man's vocabulary. Many of these | It will be seen that the difficult Joseph in Stevenson's "Wrong laying before you accounts show-At a meeting of the Rubber words which by one process or ties which beset the path of any. Box "had that worthy old gen- ing the manner in which the Growers Association in London, another have been assimilated one who determines to learn to tleman been given the op-winding up has been conducted the authority of a very fair

lishment, of a central selling are of English origin, though the of the grammar or the involved repainting the edict for the "As you are aware the comthose of us who should naturally should, properly speaking, have would not, according to the mass benture issue in July, 1911

> The results likely to accrue stitution of what may best be from the example now set by the But of the many foreign words described as home made words. German Emperor may be current in German the great It can hardly be said that regarded as equally small endeavour to obtain offers from Hon. Sec., the Hon. J. H. Stewart- each. majority are French. So com- German words grow. Where an Any attack on the use of London, Singapore and Shanghai Lockhart, who is shortly to be mon are they, indeed, that an English or French word shoots French words in Gorman especi- for the estates, and in the meantime married. The gymnasium was Englishman, who is a fairly up like a young plant, a German ally when it is specifically ap further a lvances were obtained handsomely adorned with bunt-French conversation- word is deliberately piled upstorey proved by the Emperor and pre- from the Hongkong and Shanghai ing and devices formed with oars, finding himself on storey, like a New York sumably carried on among the Bank to meet the necessary ex- foils, lanterns, etc. Major Tripp stranded in Germany with eksecraper. The leaders of this educated classes, seems very un pense incurred in keeping the presided, and a large number of only a limited v. cabulary at movement are now congratulating necessary. For it must be re-estates clean. translating the English word he satisfaction at the compaign they German language did not gain Tle. 36,000. then giving the French word a himself banished from the land and some other countries, the United States Court against Shanghai. German form. And as often as vecabulary of his household all merely through intellectual and Mr Arthur J. Israel (the vendor),

verls which form their ending in stated that he has given strict in now current in German were not was shortage I regret we were ioren," such as "marschieren." structions in this regard to all his adopted by the litterateurs of a unable to establish our claim to "parieren," "dictieren," all of domestics, and particularly to the century ago in the manner in which are directly derived from cooks, whose duty it is to prepare which present-day philosophers "The legal and other expenses a near shave of being postponed short shrift on the whole, only the French. Nor is it uncommon the menu card for the Royal table, translate and adopt new words in connection with the action to-day for want of sheds for visit the bere result being given. On with specific meanings from Barg- amounted to Tls. 5,849.67. London, Received February 21. many French words which in The Kaiser has thus set up a son or Nietzsche. On the con- "The principal creditor was house keepers from Kowloon four wins and Mr. Peel three.

PELEGRAMS.

ARMY ESTIMATE. £216.000 FOR AVIATION.

[Reuter's Service To The "Telegraph."] [Reuter's Bervice To The "Telegraph."] [Reuter's Service To The "Telegraph."]

London. Received February 21. In a supplementary army eshas opened. The proceedings postponement, by the War office, timate which has just been issu-were held behind closed doors, of the change in the Bisley con- ed. £216,000 is set aside for aviation.

POPLAR BYE-ELECTION.-

DECREASE IN LIBERAL MAJORITY.

London, Received February 21. The Poplar bys-election re sulted as follows: Yeo (Liberal)3,548. Clark (Unionist)3,270. Jones (Labour) 892. Liberal Majority 278. The result of the election

Rt. Hon. S. Buxton (Liberal)3,977. E. Ashmead-Bartlett (Unionist)........2,148, Liberal Majority1,822,

for the most part, the most ordinary words with the most ordinary meanings-words which passed from one language to the other consequent upon the mingling of the peoples in war-time, a century ago, during the War of Liberation and later in 1870.

Talany Rubber Estates.

A general meeting of Talang Rubber Estates. Ltd. The present writer was not at liquidation), was held on the 9th

But apart from the considera- pany was in financial difficultem of collective bargaining was which they are subjected general This problem of the avoidance of tion of what it might have done ties early in 1911 owing to the new journalist will wrestle fraught with such difficulties as render them extremely puzzling if the use of works which are not for one imaginary individuals, the lack of working capital, and would render it commercially not wholly unrecognisable, to in reality German at all and decree has effected little that on the failure of the proposed debe the first to welcome and ap no place in the language, is one of opinion, have come to pass in quidation was decided on, and preciate them. The word "bluff," of the most important, a fact the natural process of evolution, the appointment of Mr. C. C. for instance, is a great favourite which is recognised by a certain while causing considerable con- Dunman, chartered accountant, with the political leader-waters section of the German public. fusion in the minds of the lesser Singapore, and of myself as joint of the Fatherland, and may by For some time past a movement educated classes and the leading liquidators, was confirmed at an relied upon to put in an appear- has been on foot to secure the to the omission of the "h" in extraordinary general meeting of ance in any discussion of political elimination from the language of words which, properly spelt, the company held on 'August 7

Sale of Estates for Tls. 36,000.

have appeared in the public press.

has acted in a characteristic are now to be found in Bank for advances made: The paper, quite five feet across, with divided amongst the other owners.

WELEGRAMS.

FATAL EXPLOSION.

SEVEN KILLED.

[Reuter's Service To The "Tolegraph."]

London. Received February 21. An explosion has taken place in Messra Noble's dynamite factory at Ardeer, Ayrshire Seven people were killed and two injured.

Heard 40 Miles Away.

An other death has result d from the explosion at Avdest, The Poplar where there is considerable explosion was terrific and shook the neighbourhood. heard fort miles away. Immediately afterwards a small sample

magazine blew up.

20,667.44. The total amount of creditors' claims was Tls. 21,848.-77, all of which have bear paid Dilwyn beat Leucory 4. The

"As will be ceen from the winner. accounts before you, after payment of creditors, and providing for the liquidators' remuneration. (as fixed by the shareholders) the balance in hand was only about ordinary German parlance are, Tis. 5,200.00, sufficient to pay 17 in Messrs. Nobel's dynamite factael cents per share."

The New Journalism-

February 15: - "Hongkong

cases from the Chine to evidence.

scrawling characters like smashed

cockroaches with amazing facility.

We are not in a position to

criticise his contributions to our

contemporary, but we have it on

Chinese scholar - Inspector

view. We have yet to see how

with a two-column judgment by

Mr. Pollock, but we will bet him

pair of cheap chopsticks he

Presentation.

A Narrow Shave.

can't do it."

The trial has opened of Count Mielczynski who recently shot his wife and her nephew. The second of the second

Polling is taking place at

Sir Mathew Wilson, the victor at Bethnal Green is assisting the Unionist candidate at Poplar.

In the Waterloo Cup final betting was two to one on the

An explosion has taken place tory at Ardeer, Ayrabire. Seven people were killed and two

DON'T FORGET

889

journalism has seen many vicissitudes, but it has received one TO-DAY, of the severest "boosts" of all this week. Commencing with the Pagan New Year, an enter-Victoria Theatre-9.15 p.m. prising newspaper called the Wai Bijou Theatre-9.15 p.m. in San Yat Po, emulating the foreign papers has regularly THE KAISER'S GERMAN. ploy the would "barbier," and that time so familiar as he has inst. at the offices of Mesers. Lowe, sent a long robed individual to A. D. C. Performance Theatre the Police Court to report the Boyal-9.15 p.m. cases heard there. He site apare from his red-haired colleagues, Wednesday, February 25. with a stub of pencil and odd bits of paper, and takes the

> Meeting-12.30 p.m. Thursday, February 26.

Hougkong Hotel Shareholders

Annual meeting Kewloon Land and Building Co., Ltd. - noon.

Stanton—that it is amusing read-A. D. C. Performance, Theatre ing from a Western point of Royal-9,15 p.m.

in two feet of one of the matcheds. and had it not been promptly extinguished by Inspector Swanston in all probability every erection on the course would have been destroyed in an hour, while February 20:- The Victoria possibly there would have been Recreation Club was qui's en some loss of life among the crowd fete last night, on the occasion of of Chinese who slept in them last the presentation by the members night. Mr. Wodehouse very pro-"Steps were at once taken to of an address and chaque to the perly fined the fools ten dollars;

The Races.

February 20: The Races openmembers precided. After the ed on this date. Of the nine even his command will almost immed themselves on the statement that membered that the French in- On October 9, 1911, the presentation, the chairman took on the card Mr. John Peel on distely acquire the habit of first the Kaiser has expressed his fluence now discernible in the estates were sold in Shanghai, for the oppositunity of saying good. Three and Mr. Buxey a like bye to the members. He was number, but, the latter included wishes to express into French and have inaugurated, and that he has its foothold, as happened in Eng- "Full particulars of the case in about to leave the Colony for the Derby in his list. The Derby resulted thus: Mr. Buxev's Pao Shing ...

Mr. John Peel's Challenger ... Mr. Buxey's Bueybody Pso Shing won by a length, but no description of the race is tors. Last night two gambling the second day Mr. Buxey had

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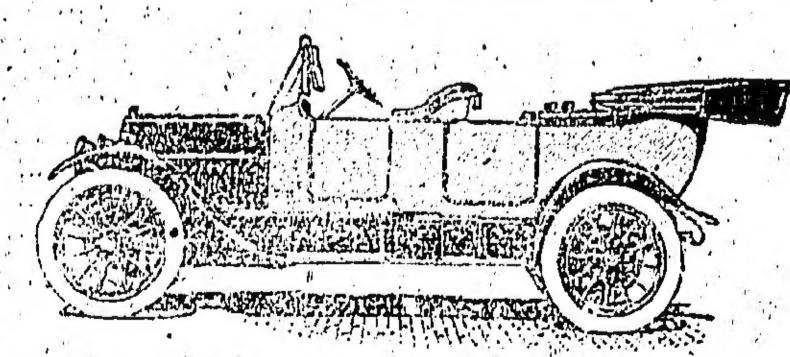
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MELCHERS

UUR CONTEMPORARIES

South China Morning Post.

The Scaman's Sunday. There is no question that a tremendous change has come over the attitude of the masses towards Sunday compared with that which generally prevailed twenty-five and more years ago. Whether it is to the advantage of the nation eminent men are not yet agreed. Of some peculiar interest to Hongkong is the effort being made by the Imperial Merchant Service Guild to ensure that the seafarer should be liberated from his usual tasks on the Sunday. We are informed that the question of Sunday labour in the Merchant Service has cocapied considerable attention of the Imperial Morchant Service Guild for some years past, and it is scarcely credible how Sunday is disregarded on board British ships where there is no law to prevent it, as is the case on board ships bolonging to other maritime powers. East of Suez, it has been generally contended. Sunday is unknown. The same remark applies to the West Coast of South America, as is seen from a letter. just received from an officer serving " in a British steamer trading on the Pacific Coast.

Daily Press.

Plague Prevention.

We are wondering how far the exceptional prevalence of plague in the Wanchai districts is attributable to the state of the drains in that neighbourhood. The large nullah which passes by the market at the end of Queen's Road East is especially offensive at night at the present time, and it is this circumstance which

induces us once more to call attention to the relationship. between unflushed drains and plague epidemics. What has become of the Special Committee of the Sanitary Board appointed in July, 1912, on the motion of Mr. W. I. Carter seconded by Mr. Bowley, "to consider and report to the Board what measures can be taken to prevent the breeding of rata in the storm water drains and sewers of the city"? We are not aware that "ny Report has yet been presented by the Select Committee. and it would be of general inter-

haet to know the reason why, The only effective way of combatting plague epidemics is to attack the breeding places of rate, and if they breed in the unflushed storm water drains: and sewers in the dry season as

all possible means.

China Mail.

largely as is supposed, it seems

highly desirable that this source

of danger should be attacked by

China and Religion.

In the course of an interesting article, Mr Charles L. Ogilvie has much to say that is of not a little importance regarding religion in China. He believes, it appears, that "some sort of return to some of the teachings of Confucius is insvitable." "The candle of Buddhism is flickering," lie observes in "The Continent," (Chicago), "and its light is destined to become less and less conspicuous; the lamp of Islam still throws out its unitarian beam, but that beam is cold; the arclight of Confucianism is still able to throw light on the path of virtue, but in the presence of the rising sun of Christianity no one feels attracted to the lesser lights." It is not to be regarded as a backward step, thinks this writer, that the renewed interest in Con-

fucianism is manifest. "To think of a system with all the good points of Confucianism being pushed to the wall and kept there is unthinkable." The Confucianist himself is far from seeing it as a "backward step," For: "Ever since the Han dynasty, Confucianism has been held in the highest esteem, things political, temporal, and spiritual having been carried, out on the basis laid

For a good solid meal a la Carte or Tacle D'Hote with Wines & Liquours of the Best ALEXANDRA CAFE.

down in the Spring and Autumn

'Annals,' which Confucius wrote

for the purpose of helping the

Government.

GENERAL NEWS

Manchester's Inquests

The Manchester city coroner's annual report shows that 423 people were killed in accidents last year—51 more than the previous year. Motor vehicles were responsible for 27 deaths, and increase of eight. Four murders, two manelaughter and 26 felode-se verdicts were returned. Suicides were nine fewer than 1912, and the e were 16 fewer deaths from excessive drinking. Altogether there were inquests.

Japan and Panama Exhibition. According to the Japanese. Press, says the Japan Advertiser, of the new ball-room stout in the Government has decided upon Shanghai participation in the l'anama Exhibition, and will soon publish regulations. The Japanese management of "the Japan-British St. Commerce, will be appointed bill. President.

Jack Johnson's Appeal.

traffickers were immune from prosecution.

Last of the Banshee. ines, a lifeboat being unable, one steps to slow music. owing to the leavy seas, to reach The Misses Saphiere and Ben- with the same untiring energy, the vessel. To prevent the Ban. sley, with their partners, cartainly never sparing herself-quite alone Apply to. shee from becoming a dangerous gave a very elever exhibition, for the early party of the fatal derliet the forecastle and cabin though the general opinion attack of typhoid To all who were set on live, the skylight wan seemed to be that even the ball- knew her the lose is great, but, as knocked in, and the covers taken room style of the Tango was more the Chaplain said on Sunday,

To combat the Drug Habit. Central News New York telegram) they all have weird South Ameri- At some of the recent private is furnishing funds wherewith a can names, but Europeans have dances, and at the Astor House national investigation of the drug rechristened them with a variety Fancy Liess Bill night before habit can be conducted as a Tre- of others and no two people ever last as many as a dozen couple liminary to a campaign for call any one step by the same have turned out for the Tangoing to restrain the evil. Mrs. such a number of steps that it is showing of couples at the Wa- nine banance." one who drugs are obtainable and the dance. enormous extent of their use.

automobile' travelling has, the South of England by is more child's play in compari- DRA CAFE is Sure to tempt one of the representatives of son. Mesers. Chivers and Sons (Ltd.). the jam makers, who has covered over a hundred thousand miles. in less than four years, in a single car. The whole of this distance he has driven himself without a mishap or accident of any kind.

Thirty Women Victimised. Mr. Robert Wallace, K. C., at the London Sessions, sentenced Ada Reeves, aged forty-seven, a cook, to twelve months' imprisonment for having obtained money by false pretences at Clapham and other places from old ladies, whom she victimised by telling a convincing story of how she had nursed a relative of theirs who had died leaving them a sum of money. She then asked for and secured a temporary advance of money, explaining that she had lost her purse. It was stated that there were thirty such cases against the prisoner.

The Last Hole. A vicar and his churchwarden were playing a round of golf. The map of the cloth was completely off his game, and after foozling most of his shots-and suffering from the disadvantage of being unable to use the common expletives which give comfort to the ordinary golfer-be gave up in despair. "Cheer up, my friend, consoled the laymen; you'll get your own back when you have to hury me." "That's. all very well," was the gloomy. enly of the vicer, " but oven. then it will be your hole."

ONLY TWO COUPLES.

Tango Practice Failure at Shanghai.

The China Press of February 4 has the following :--

not done-at the Tanco pactice at the Town Hall yesterday eventhe committee of the Washington Ball would be quite of their programme altogether. It who will regret to hear of her must have been most disappointing to them, to the band and the twelve hundred or epectators who came along to see the first really, public exhibition which The Foreign hield gives

it at the ball." That is the one as having done valuable work Station. Louis and other exhibitions had saving point. Just as they were among the women of Srinagar for honorary president one of the over the rools this year, so the during Dr. Kate Knowles' ab-Princes of the Blood, but this dancers were over the Tango sence: time there will not be an bonor- wiraid to show off in public. "Miss Mackay, a trained nurse ary President, one Commis- After all there was a fine muster and widwife, very kindly offered sioner-General; and two or three at the St. Andrew's ball for the to do what she could to carry on Commissioners, Mr. Yamamoto, reels and so there may also be my work in Srinsgar City while the Minister of Agriculture and for the Tango at the American I went to recruit after two years.

the band dropped into the beauti- offered to go as an honorary Chicago, Junuary 21:- Mr. ful, dreamy music of 'La Rumba' worker until my return. For two Benjimin Bachrich, an attorney, and the reople-present forward, years with only a small private appeared before the Court here but no dangers cameout. A few income she worked in the city yesterday on behalf of Jack John- bars and then Miss Lily Saphiere, slums, never sparing herself if son in the appeal which the the accomplished little dancing she thought she could whelp pugilist has made against his con- mistress who has been coaching or comfort women aufferers viction under the "White Slave" dozone of bulies and gentlemen. By her unsolfish devetion, her took the floor with young Mr. cheery implusiveness, Counsel declared that Johnson Hensburger, whilst simultane usly won, and held the Kash- Hongkong, 13th Jan., 1914. was being unjustly persecuted. Mr. Burnett led out Miss Bentley in ri women, who judge us workers while the real "white slave" from the opposite side. " by what some might call works of Only Two Couples:

who went through the full twelve ing are unnecessary. On my The crew of five of the Barn- steps for which the band played. return, to my great regret, for Kuwlson, Cheap rentals. staple schooner Banshee, rescued Two others joined them at the monetary reasons, she was per in the Atlantic by the Dominion start, but one dropped out after suaded to go to Gilgit-an isoiner Cornishman, were landed the second step. Another one lated place on the frontier 3,000 at Liverpool recently. They came in later on, but these three feet I wer than Sringar, I had were taken off by means of only did some of the more difficult not then the money, to offer to

off from the pipes to lot in water. of a stage affair than anything olse. 'Thruk God for the Miss Mackays No Two Alike.

An effort to identify the steps | in this world." Mrs. W. K. Vanderbilt (says a was not very successful. It seems legislative and other action stek- name. Added to which there are so there is still ho, e of a good packet has "the value of Vanderbilt expresses herself as said to be seldom that two comples | thington Ball. Anyway, th horrified at the ease with which are seen doing exactly the same music is protty; and you don't

At to the dance itself. Well, j.y.it! 100,000 Miles in One Motor-car it is not vigorous by any means, What is probably a record in but for complicated movement it TF you have lost your appetite, siderations of

A QUITE HEROINP.

Miss France Aberigh Mackey was a nurse at the Bangkok Nursing Home a few years age. She then took up the work of Ohurch Missionary Society lady doctor in Kashmir, where she After what was done -or rather, died on servic in 1912 the news however, only reaching Bungkok 30th May, 1914, partly furnihed. by the last mail.

Miss Mackay had many friends justified in striking the dance out he e, who still remember her and ourly death. They will be glad, ly furnished. however, to read the following kindly appreciation of her work, under the heading of Kashmir:-

"Sringar, -Dr. Kate Knowle, was "Going out for the Tango?" writes as follows of the late Mies part of Kowloon Inland Lot 14 Not to-night-hervous. Doing Mackay, who has been mentioned

" ! heavy work." On hearing I was After an inordinately long wait, down with tyhoid she generously supererogation-visits paid when These were the only two couples tired out, which medically speakkeep her bere. There she worked

-he heroinentwho work quietly

have to practice ten weeks to en | Luggesis the ster Guar-

it has the seaun truichas Lesten to I one of the big Variety to in a frazzle and the Lachaber Swords; dainty dishes at the ALEXAN

The fundamental Superiority of Genuine Bayer's Tablets of Aspirin over all other medicaments is due to their great efficacy in the relief of all kinds of pain, such as headache, neuralgia, and other nervous conditions, influenza, feyer, etc., and also their absolute safety. In buying therefore, do not accept imitations, but insist on the genuine, Bayer's Tablets of Aspirin (Orisinal Packins)

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A Comp The makers | we meat ulvertise that preepenny felt a sudden denine bananas would p he wise dian) to sop on the sweetment, if om "con-

The Sleepened. The night a of slarge ho el suw an m in white moving slongat two a.m. He hastened and tapped on the show proved to be a man. hat are you doing out asked the watcoman. a opened his eyes. "Ifir pardon," he said, " knamtulist. " Well," sechman, "you can't walkinge halls in the middlight oressed like this, what your religion is. tt.

Notice



Nothing is more worthy of your con-sideration than the welfars of your eyes. The trouble that to-day is small and easily remedied, if neglected may got beyond if single measures. Be on the safe side and if your eyes are giving trouble call on us and have them examined. No charge for sight testing.

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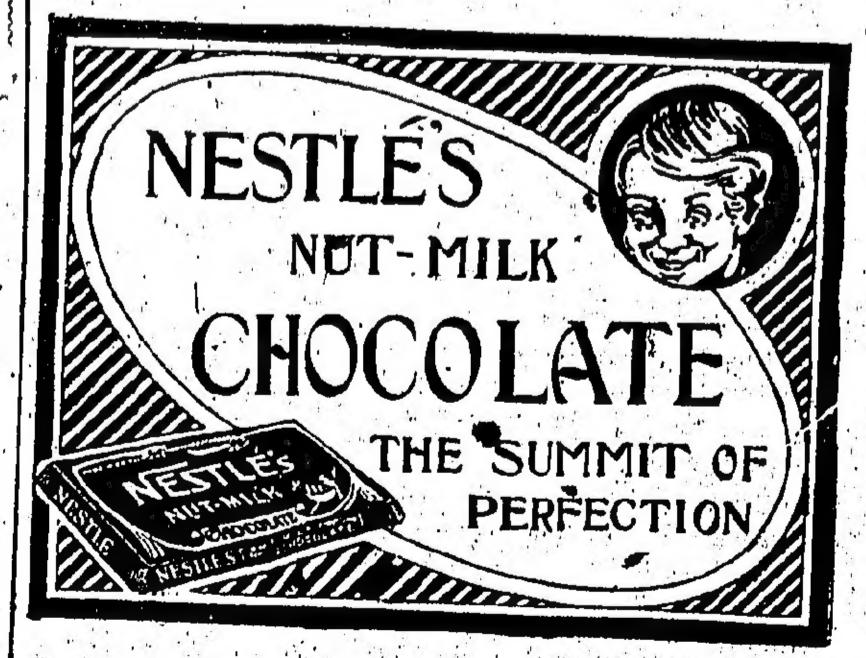
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The object of this paper is to judice he prived in ormation, to serve the trails "and prime the mount misting four or farmer. 情初 無井確其資 即 開 要 訪探大 正 論 首 旨 宗 根 本

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By Order, "HONGKONG TELEGRAPH."

The Wongkong Telegraph.

HONGKONG, SATURDAY, FEBRUARY 21, 1914.

BETHNAL GREEN.

Two days ago Renter informed us that Mr. Masterman was willing to bet that he would be returned for Bethnal Green. He is now, most probably, wishing desperately that he had not made so foolish a boast. The result of the election is one of the severest blows that the electors have a iministered to a Government of which, they are heartily tired. The victory may have been narrowly won. and it may be true, as the Liberal papers claim, that Mr. Scurre the socialist andidate, is a flome Ruler, but the votes cast for him were cast not for Home Rule but for Socialism. They 3.-Learnt from a master, science were most unlikely to have gone to the Liberal candidate in the event of no socialist standing for the seat. In any case, a victory has been won for Unionism where the Government did not expect it, and it has come at a moment when its effect will be most felt.

Of late the campaign against Home Rule appearato have been dwarfed, in popular mind, by other interesting matters-Cabinet equabbles, irresponsible and mischievous talk by the Chancellor of the Exchequer regarding the navy, and a fear that national security might be endangered. But the latest election result shows that the electors have not been blinded by these happenings. They could not well be, of course, after an illuminating speech by Mr. Bonar Lawthe other day. He stated quite plainly that his attempts hereby warned that Rabies having Bonar Lawine other day.

Bonar Lawine other da to meet the Prime Minister had come to have belief, were genuinely straying or wandering about durthe samt be applied. Limited to Hongs, Crew to be Dividend:—
come to nothing. The Government, in his belief, were genuinely straying or wandering about durthe samt be applied. Limited to Hongs, Crew to be Dividend: come to nothing. The Government, in an activity of the ling the daytime without any The LI don't quite members of R H.K.Y.O. owner and not wearing a client fillow's conditions under which they held office. The only course left for owner and not wearing a c llar f llow y conditions under which they held office. The only course left for conditions under which they held office. The only course left for with the licence number attached thereto may forthwith be destroy—it clears the require—Cup harred and not more than two in a crew the same as the conditions are conditions. Unionists, therefore, was to assume that they with the same ed and further that any dog may ments of in regard to two in a crew the same as the be destroyed which shall be found realisative the clause Nathan tup. weapons which they were employing themselves.

In speech after speech Unionist leaders have made it clear between the hours of 10 pm. and provides had provided had between the hours of 10 pm. and provided had provided had provided had between the hours of 10 pm. and provided had provided had provided had between the hours of 10 pm. and provided had provided had between the hours of 10 pm. and provided had provided had between the hours of 10 pm. and settlement the Opposition will be only too glad to consider them. But Owners of dogs are hereby suffice, I contem- any Amateur Club other than 3. the Government, apparently, has no thought of trying to arrive at reminded of the provisions of plate the ment of the those rowing together in Inter the Government, apparently, and the life is difficult to see how an Sub-section (2) of Section 18 of amount of the those pairs, an honourable settlement. Indeed, it is difficult to see how an Ordinance No. 1 of 1845, which are difficult to pairs, an honourable settlement is possible, for the Lill itself is utterly with honourable settlement is possible, for the Lill itself is utterly with is as follows: honourable settlement is possible, for the popular verdict has been secured at out sanction, and so far as the popular verdict has been secured at out sanction, and so far as the popular verdict has been secured at out sanction, and so far as the popular verdict has been secured at out sanction, and so far as the popular verdict has been secured at out sanction, and so far as the popular verdict has been secured at out sanction, and so far as the popular verdict has been secured at out sanction, and so far as the popular verdict has been secured at out sanction, and so far as the popular verdict has been secured at out sanction.

Out sanction, and so far as the popular verdict has been secured at out sanction. And so far as the popular verdict has been secured at out sanction. And so far as the popular verdict has been secured at out sanction. And so far as the popular verdict has been secured at out sanction. And so far as the popular verdict has been secured at out sanction. out sanction, and so condemned as wrong and unjust. The only dog or animal who permits the tion will be definitely decided the polls, it has been condemned as wrong and unjust. The only dog or animal who permits the tion will be definitely decided same to go at large, after having effect to i practical gramme will be definitely decided the polis, it has been continued to the Government is to appeal to the country honourable course open to the Government is to appeal to the country for configuration of its action, if it is satisfied that it has the country for believing it to be in a rabid will can be now beginning to practice and it with it. Fit, after Bethnal Green, the Liberals are more likely state, or to have been bitten by a my Tordt. Now, is hoped to have a very success. with it. Fut, after Bethnal Green, the Liberals are more likely state, or to have been bitten by a than ever to fight shy of going to the country, and it is safe to protect than ever to fight shy of going to the country, and it is safe to protect to have been bitten by a dog or other animal in a rabid proposal to it, but against Canton being certain to gerous. What the end will be is impossible to determine and gerous. What the end will be is impossible to determine and unpleasant to contemplate.

DAY BY DAY.

IF WE ARE HAPPY, WE MUST HOLD THE LAMP OF OUR HAPPINESS SO THAT IT'S BEAMS WILL FALL UPON THE SHADOWED HEARTS AROUND US.

Silk Cargo. off board the s.s. "Paul Lecat" de Sausmarez, president, the Royal Artillery. The weather when the first of the off Day events Mr. L. D'Almada's Trium-January was delivered at Lyon Davis, and the Puisne Judge supper excellent. The decoraon the 12th instant. Mr Justice Compertz, resumed tions, flage and flowers, were very

at the meeting of the Hongkong lestlexander Tomes is the ap- and add to the enjoyment of the Christian Union at St. Paul's peant and Robert Shewan the merry dancers who are to-day College on Monday next at 5.30 resondent, that the Court be singing the praises of the R.A.

A Saigon Case. lleged to have embezzled money, ofanuary, 1914, of His Honour much personal attention. appeared before Mr. Hazeland thonief Justice on the hearing The Hongkong Hotel supplied this morning at the Police Court, ofthe summons dated 4th. the supper, the details of which Monday.

Silver and Nickel Coin Ordinance, thurm of Shewan Tomes and -noh be needed) of the bappy Governor-in Council proposes to ci; and for an order that the as one of the most enjoyable throughout the Colony the pro- thosts occasioned by this apvisions of Sections 4 and 6 of that p, and for such further or Ordinance, under the powers conferred upon him by the Foreign tk fit. Silver and Nickel Coin (Amendment) Crdines, 1914,

Appointments. His Excellency the Governor has been pleased to appoint Mr. lames Francis Wright to be a Visiting Justice to the Po Leung Kok vice the late Mr. Bernard Brotherton Harker.

His Excellency the Governor has been pleased, under instructions from the Scoretary of State for the Colonies, to provisionally to the plaintiff and the de- L'verpool 2, Gillingham 0, appoint Mr. Douald Burlingham to be "Assistant Superintendent of Police for the New Territories, with effect from the lat February, omaking of such account.

Tenders. Teader are required for repairs to steam launch Stinley. The work to be carried out to the eatisfaction of the Governmen

Marine Surveyor. Qun Practice. Gun practice will La carried ut by the Military Authorities 1 m Monday the 23rd inst. from P k Sha Wan, in a North Easterly direction, between the hours of 1 p.m. and 10 p.m. Au ships. junks and other vessels are

THE "IFLEGRAPH'S". ACROSTIC.

keep clear of the ranges.

Another Short One. PILLARS.

Less expert jockeys on the trac. You here may win your losses back.

BARS. 1,--Banished-the reason no one

"Ult." refers to last month's first ithe property and Here added might an erro

raise.

Has left to us the story of candle. [Answer on Monday.]

STRAY DOGS.

Owners of dogs in

SHEWAN, JOMES & CO.

Partnership Dispute Appeal on Dissolution Action.

med by counsel on behalf of No detail was neglected that thappellant for an order that would add to the pleasure of the A Chinese from Saigon, who is thjudgment dated the 26th, day guests to whom the hoets devoted suspend antil further orders roudent pay to the appellant events of the season. or order as the Court may

> the original ction the ptiff was Charles Alexander Tee, merchant, and the defend-BRobert Shewan, merchant Llaim was as follows :-

That the partnership bety the plaintiff and the defent under the style of Shewan. THE and Company be wound

oh partnersnip dealings be- Blackburn ". Bury 0.

layment to the plaintiff of the found to be due to him he appointment of a Re-

irther and other relief. action was dismissed by Burnley 3, Derby County 2. thief Justice in Chambers Preston N. E 1, Clossop 0. lonery 26, but general liberty | Bolt n 4 Skinden 2 waven to apply on the

G. Alabister and Mr. Akin, instructed by Mr. Will of Manage Wilkinson struck Mr. J. Scott Harston, dan:of Malacon, Looker, Deacon

and h for the respondent

each r may upon dissolu- ground floor. the did and the surplus fortnight 3rd February, 1914. sent at being one to the February, 1914. contra present not only fert temme direction. It 1914. carriefatter further by This poet kept his Roman nose. participviding that in the effects, realised. More generare used in Lindley and Ageneral terms in theahip Act, but

made its appearance in Kowloon ment Cking which it a ion of 2.

THE R.A. BALL.

A Great Success,

List evening about four Full Court of Ap- | bundre- guests enjoyed the hes-The cargo of raw Silk shipped post, consisting of Sir Havilland Litality of the officers of the The Rev. N. C. Poje will speak of appeal, in which Char- enhance the beauty of the scene

The case was remanded until Opber 1913, and the order (if were under the personal superan signed pursuant thereto, he vision of the hotel's energetic and Silver and Nickel Coln Ordinance. receed and that it may be capable manager. The lateness It is notified that, on the com- sadged that the appellant is of the hour at which the last ing into operation of the Foreign ettled to have the business of guest departed is evidence (if Mr. Brutton's Brympton 10st 1913, on the lat March, 1913 the Gpany sold as a going come ime spent at what is described

HOME FOOTBALL

Cup Tie Results.

"The fillowing are the results of the second round of the Footbill Vasociation Cun :-

F A. CUP.—SECOND ROUND. West Ham 2, Crystal Palace 0, Manchester City 2, Tottenbam

Sheffield United 3, Bradford 1, That an account be taken Sunderland 2. Plymouth 1. Queen's Park R. 2, Swansea Town

> Birmingham I. Huddersfield 0. Millwall 1, Bradford City 0. Brighton 3, Clapton Orient 1. Aston Villa 2, Exeter 1. West Bromwich 2, Leeds City 0. Wolverhampton I, Sheffield Wed

SANITARY BOARD.

A meeting of the Sanitary and appeared for the ap- Board will be held on. Tuesday, pellond Mr. E. H. Sharp, 24th February, at 3.45 p.m. The K.Chir. Eldon Potter, in- following are the orders of the

1. Correspondence relative to reserving a site for a market at In f the passages, parti- Tai Hang. cular ge 688, is this—that in 2. Application for a laundry the abia contrary agreement licence at No. 6 Belcher Street,

tion it the arsets realised, 3 Limewashing return for the

divides the absence of an | 4. Mortality return for the week agreethe contrary." But is eaging 17th January 1914. this abent to the contrary? 5. Mortality return from Macao

5. Rit return for the weeks Dr. Forsyth's Robin Hood

confirmacedure but goes ending 7th and 14th February,

ROYAL HONGKONG YACHT CLUB.

Ferthcoming Regatta. The forthcoming Regatta proour clas further and moted by the Royal Hongkong providere shall be an Yacht Club, to held at the Club actual of the property house on Saturday 14th March.

of any re may be be- The Nathan Cup-For four-

ut. alwig the assets | Oren Pairs-R presentative of

As soon as possible the pro-

HONGKOKG JCCKBY CLUB.

at the Racecourse this afternoon events was run off. Chiefly noticeable was the number of Chinese who lined the rails. This, indeed, Major Dickinson's Chalcot 10st Hongkong Christian Union. the hearing of the motion testefully arranged, tending to has been a feature of the whole

was smongst the early arrivals. led from Rosario and Cilgwyn,

Olb (Mr. Boutton) Mr. D'Almada's Victorioso 10at 111b (Mr. H. Gogg) Mr. Apcar's Turquoise Oat 121b (Mr. S. A. S th) Mr. H. P. Whyte's Defford 10st 10lb (Mr. Jervoia) Mr. Kenlowe's Dunin 10st 10lb (Mr. Hickman) Mr Reedlark's Mystery 10st

81b (Mr. Clarke) E. Kadoorie's Bilkan Chief 10st 61b (Mr. H. Seth)

Mr. Billiard's Fluke 9st 131b (Mr. Hastings) 0 Mr. Wayfoong's Slacker 10st 5lb (Mr. Sedgwick) Mr. R. D. Harvey's Somernet 11st 12lb (Mr. Edge) Mr. J. H. T. McMurtrie's Pitcorthie 10st 4lb (Mr. Gresson) Dr Forsyth's The Guller 10st

10lb (Mr. Pope) 2.—The "All Out" Stakes: griffing. Once round. Winner \$300; second \$100; Mr. Stabb'e, Mallard, 10st third \$50. For all China ponies that have run at this meeting Mr. Gilpen's, Sir Galabad, 11st and not won a race. Unplaced ponies and bona fide griffins on Mr. Norman's, Soi Kwai, 11st date of entry allowed blb. Suballowed 10tb. Jockeys who winning mounts in Hongkong, Shanghai or Tientsin allowed A fine start was effected, Am-

quarters of a mile. Mr. T. F. Hough's Red Cloud Mr. E. Kadoorie's Durbar Chief 10st 10lb (Mr.H.Gegg) Mr. E. Kadoorie's Roman Chief 10st 13lb (Mr. Hickman) Mr. H. P. Whyte's Cleric 10st (Mr. Collis-Browne)

Mr. Norman's Pak Kwai 10at Clear to far from the pre- for the weeks ending 1st and 8th Eather O'Flynn's Flying Kangaroo 10st 7lb (Mr. Gresson) After a false start, led by Robin

Hood, the ponies were started badly. Cleric led from Flying Cash Sweep, Kangaroo and Red Cloud third and Roman Chief, many lengths behind, last. The same order was maintained up the rock where Robin Hood ran in to fourth position. Nearing the rock Roman Chief commenced to close the gap. Cleric led by a length down Flotills and Mr. H. P. White's and effect is, the applica- Owing to the intervention of bend Red Cloud ran in to first Bliss, 10st 10lb (Mr. Jervois) tion, a calls it, apart Racaweek it has not been possible place with Flying Kangaroo Flotilla, 10st 101b from thion cannot be to fix the programme definitly, second and Durbar Chief third. mode 15. But there but the propable events will be: Robin Hood raced into fiirst posimust be realisation and The Challenge Cup-For four-tion entering the straight, with match. Flotilla led from the an actut not only of the oars. Last year won by Canton Durbar Chief second and Roman start until the village bend when debts predits standing R.C. by two feet. Any Amateur Chief coming up hard on the out- Blies drew alongside. A fine race side. In the straight Red Cloud was seen in the straight, Bliss and New Kowloon are tween here must be ours. Residents of Hongkong, home a winner by four lengths came out by himsef and cantered winning by a head. actually Any arrange- Crew from one unit, or combin- from Durbar Chief, with Roman only were :- Starter ; F. H. Chief, six lengths away third. Time: -1-321.

Winner \$13 60

Commission \$ 278.50 mile and a quarter.

3.—The "Lucky" Stakes.—Win- Mr. Ellis Kadoorie's Fijian ner \$300; second \$100; third Chief, 11st Olb (Mr. H. Gegg) \$50. For subscription griffins Sir Paul's Snulight of this season that have run at 11st 21b Mr. Knoll ... this meeting and not won a race. Mr. Ellis Kadoorie's Borneo Jockeys who have not had more Chief, 10st 12lb (Hickman) than two winning mounts in Fijian Chief led from Sunlight Hongkong, Shanghai or Tient- and Snowdrop at the start, This sin allowed 515. Jockeys who order was maintained past the have never had a winning post for the first time, the three mount in Hongkong or China ponies racing in company with allowed 71b. Off-day winners Borneo Chief last. At the Golf

Mossra Fitzwillisma Cilgwyn Mr. Norwan's Brown Roy 10 t

The Concluding Day of the Races. Mr W. R. Richardson Rosario There was a good attendance Mr. Hastings Wincombe 10at

101b (Mr. H. Seth) 2 10st 12lb. (Mr. Green) 3 21b (Mr. Hestings)

phoso 10st 10lb (Mr Hickman) 81b' (Mr. Collis Browne) The ponies were despatched

10st 10lb (Mr. Sedgwick) J

His Excellency the Governor to a very level start. Triumphoso 1.—The "Hay and Corn" on passing the post for the first Stakes.-Winner \$300; second time. At the football stand \$100; third \$50 ror all sub- Rosario had raced into the leadscription griffing that have run ing position with Oilgwyn second; at this meeting and not won a Triumphoso third and Brown race. Jockeys who have not Boy fourth. Passing Bowrington had more than two winning Gate Brown Boy worked into moun's in Hongkong, Shang- third place and this order was hai or Tientsin allowed 51b. maintained mounting the hill, Unplaced runners allowed 51b. Triumphoso being now last. Passing the Pock Cilgwyn worked into the leading logition and 1 Brown Boy was see nd. These positions were maintained 2 round the bend, and a fine race in the straight Letween the leaders saw Cilgwyn Win a head from Brown Boy, Rosario, hard 0 ridden on the outside, was third

three lengths away. Time 2 mins, 08 secs. Dividend :-

Winner \$22.50 \$5.30 Place 5.70 5.70 5.30 O Cash Sweep :-

Ticket No. 277 1st \$2.283.75 do 1/6 2ad 652.50 do 516'3rd 326,25 Commission 362,50

\$3,625.00 4. The Tytam Handicap. Winner \$750; second \$250; 0 third \$125. For China ponice, griffins on date of entry, purchased 0 at a public auction of untried

> (Mr. Pope)... (Mr. Knoll)...

11b. -(Mr. H. Seth)... 3 scription griffing of this sesson Mr. Stabb's, Woodcock, 10st (Mr. Je vois)... 0 have not had more than two Mr. Apcar's, Amber, 10st 01b. (Mr. S. A. Seth) 0

51b. Jockeys who have never ber leading from Sir Galahad had a winning mount in Hong- with Soi Kwai third. At the Golf kong or China allowed 71b. Stand Amber still led by a length Allowances not accumulative, and the field apread out, Sir Off day winner barred. Three Galahad was second. Amber lost some of his advantage, Sir Galahad drawing up on him. (Mr. Jevois) 1 Mallard now closed up on the leaders at the village bend Soi 2 Kwai ran into first place and the leaders raced neck and neck into the straight. In the straight Mallard over hauled Soi Kwai 0 and Sir Galahad and well ridden, won easily by a length and a half 0 from Sir Galahad. Two lengths away Soi Kwai was third.

Time 1 min. 54 2/5 secs. Dividend:-Winner \$ 23.50 Piaces... \$ 7.90, \$5.80

Ticket No...569 1st \$2,520 213 2nd 8 720 471 3rd 8 360 Commission

Total ... \$4,000 Match between Mr. D. Stroyer's

(Mr Collia-Browne) 2

The Officials for this event Thomas, Esq., Judge; J. Somerville Dobie, Esq., Time Keeper; A. E. Reynell, Esq., Clerk of the Scales; Gustav Friesland, Esq.,

492 2nd \$ 501.30 Class "A"-Winner \$750; 536 3rd \$ -750.85 second \$250; third \$125. One

Mr. T. F. Hough's Snowdrop, \$2,758.00 | 10st 10lb (Mr. Jervois)

Stand Snowdrop took the head and

Sunlight drew level with Figian Chief, mounting the hill to the Rock Borneo Chief ran into second place. Snowdrop still leading. 1) wn the incline Snowdrop l.d by a length and a half from Borneo Chief with Fijian Chief and Sunlight racing in company behind. Borneo Chief ran into second place but he was soon dispossessed of it Snowdrop and Fijian Chief made a fine race of at Snowdrop eventually winning by a head. A length away Sunlight was

Time 2 min. 41.3-5 secs. Dividend: Winner \$17.90

Places \$7.50, \$8 00 Cash Sweep:

Ticket No. 67 1st, \$3,500 57 2nd. 364 3rd. Commission \$ 400

5.—The Hengkong Handicap. -Class "B."-Winner \$750; second \$250; third \$125. One mile and a quarter.

Mr. Brutton's, Sevington, 10st (Mr. H. Seth) ... Meiland's, Goode Hop, 10st Olb "(Mr. Clarke)...

Mr. Soares Violini, 11st Oth (Mr. H. Gogg) 3 Sir Henry May's, Buttercup,

10st 12lb. (Mr. Sedgwick, (Mr. Nemazee's, Arravand, 10st 10lb. (Mr. Hickman)... () The start was a bad one, But-

tercup led, Sevington being hat Butteroup and G ode Hop led by ten lengths passing the post and by twenty at the football stind, then Goode Hop went out on his own. Violini fetched along those behind, but Goode Hop led down the incline by twenty lengths. .Entering the straight, Sevington came out strongly and, getting up on the post, anatched victory by a short head, " A length and a half a way, Violini was third,...

Time 2 mios, 46 sec. Dividend :-Winner \$9.10

Places \$7.00 \$16.15 Cash Sweep: -Ticket No. 6.7 let \$2,418.05 246 2nd $0_0 \, 008$, 311,3rd 345 15

Commission

\$3,835.00 6.-The "Also Ran" Stakes. Winner \$200; second \$100; third \$50. For subscription griffins of this season that have run at this meeting and not been placed. Jockeys who have not had more than two winning mounts in Hongkong, Shanghai or Tientsin ollowed 51b. Jockey who have never had a winning mount in Hongkong or China

barred. Seven furlongs. Sir Henry May's Magpie 10st "(Mr. Sedgwick) Mr. Hastings Wincombe 10st (Mr. Hastings) 2

allowed 71b. Off-day winners

Mr. H. Humphteys Dark Ronald 10st 4lb (Mr. Jervois) 3 Mr. Apcar's Turquoise 10st (Mr. S. A. Setb) 0 Mr. Stabb's Pheasant 10st 81b

(Mr. Pope) 0 Mr. E. Kadoorie's Pahang Chief. 10st Sib (Mr. H. Gegg) 0 Mr. Trio's Candy Kid 10st.

(Mr. Knoll) 0 Mr. K. D Harvey's Somerset 10st 7lb (Mr. Hickman) () H. E. the Governor scored his

first win in this race. The start was a good one, Dark Ronald leading. This pony led throughout until rounding the village bend when Wincombe and Magpie challenged the leader. fine race was seen in the straight, Magpie winningly a length from Wincombe with Dark Ronald, half a length away, third. " Time 1 min, 54 secs.

The win was a popular one. Miss May led in the winner. Dividend :-

Winner \$95.60 Places \$16.80, \$18.40, \$86.30 Cash Sweep :-

Ticket No. 643 1st \$2,318.40 Mr. E. Kadcorie's Roman Chief 445 2nd \$ 862.40 Commission \$ 368.00

\$3,680,00 7.—The "Loiterers" Stakes.— Winner \$300; second \$100; Mr, L. D'Almada's Triumphoso, third \$50. For all griffins that have run at this meeting and Mr. Meiland's Luetze Hop, 10st had not won a race. Subscription griffing that have run at this meeting and been placed second At the Bowrington gate Roman allowed 3lb., those that have been Chief, ran into second place placed third allowed 51b. | Un- and placed subscription griffins al- front. Passing the rock Roman lowed 10lb. Jockeys who have Chief led by half a length with not had more than two winning Nigerian Chief second. The pair Mr. Narmin's Brown Buy 10st

SPECIAL CABLES.

JAPANESE ARRESTED.

CHARGE OF SMUDGLING ARMS.

Peking, Received Feb. 20. Six Japaneso have been arrested at Tientsin for emuggling sime.

CABINET MEETINGS.

TO BE HELD IN PRESIDENT'S OFFICE.

Poking. Received Feb. 20, Sun Pao-chi has decided that all the Cabinet meetings in future be held in the President's office.

FRANCE AND CHINA,

WARNING TO THE GOVERNMENT.

Peking, Received Feb. 20. The Peking Gazet's states that the French Government is said to have informed China that failing payment of the claims as presented it will refuse to agree to the revision of the Customs maiff,

SHANGHAI SHOOTING AFFAIR.

CHINA TO PAY HEAVY INDEMNITY.

Shanghni Received Feb. 20. It is understood that China has been called upon to pay heavy indemnity in connection with the shooting of the two Japanese on the Nantao Bund.

Yesterday the Japanese tonaul General had a prolonged discussion with admiral Teong on the matter.

Five Chinese, arriested aboard the a.s. Sunning, as the alleged abcotors of the Japanese, were taken to Nanking on Tuesday night. They were handed over to the military, and it is understood they will be tried by a military tribunal

TOSA MAYU AFIRE.

SAFE ARRIVAL AT SINGAPORE.

Singapore; Received Feb. 21. A fire broke out in the cargo of the steamer Tosa Maru, about 150 miles out from Singapore, bound for Hongkong. The we-sel turned and mide Singapore. Eleve I feet of water were pumped into the hold, but this proved ineffectual. The hatches were then battened down. The vessel sent a wireless message through the Bohemia that she had picked up the Grotius. Fugs went out to her assistance and she arrived last night. it was found that the fire had been amothered, but her plates were very hot. The vessel will go into dock.

THE REVOLUTION CLAIMS.

CHINA TO PAY THOSE "ALREADY PROVED.

Peking, Received Feb. 21. The Government, in a circular to the Legations, says considerable delay and loss will ensue if payment of the Revolution claims is postponed until all are settled. It

therefore proposes to pay those slready proved. It is understood that the Claims of Austria, Sweden and Spain have been settled."

THE NANTAO AFFAIR.

Tokyo. Received Feb. 21. The Foreign Office states that it has taken no action concerning the Nantau affair.

THE CHANGES IN PEKING.

A Reshuffling Of Ministerial. Posts.

Peking: Received February 21 The resignations of Liang Chi-chao, Minister of Justice, and Wang Ta-hai, Minister of Education, have been accepted.

Chang Teung-heining, Chief Judge of the Supreme! Court, succeeds Liang Chi-chao. Tung Kang has been appointed Chief Judge, and Tsai Ju-chia acts as Minister of Education pending the arrival of Yen Sin from London.

who have never had a winning third six lengths away. mount in Hongkong or China Time 1 min 56 secs. allowed 71bs Off-day trinners Dividend:barred. Unco round:

Mr. E. Kadoorie's Nigerian Chief, 10st 81b

(Mr. H. Gegg) 1 10st 13lb (Mr. Hickman) 39 3rd \$ 331.20 Mr. Seth's Sweet Rocket 10st 10lb (Mr. H. Seth) Mr. A. P. White's Ignorance,

10at 5lb (Mr. Collis-Browne) 9st 12ib ... (Mr. Hastings)

71b (Mr. Sedgwick) (Ignorance led from Luetze Hop.

forthe one spo total flow spell

or Tientein allowed 51bs Jockeys a short head. Sweet Rocket was distance separating the second

Winner: -\$9.70 Places Cash Sweep :--

\$ 370

S.—The "Finale" Stakes.—Winner \$300; second \$100; third \$50. For subscription griffing of this season that have run at this meeting and not won a race. Jockeys who have not or Tientein allowed 51b. Un- arrive here on or about 14th March. placed runners at this meeting

mounts in Hongkong. Shanghai point, Nigerian Chief winning by ing on won by a length, a similar

Ticket No. 465 1st

allowed 5|b. Off-day winners inst, at 5 p.m.
The s.s. INDIA left Singapore for this

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Mr. Billiard's Fluke 9st 131b (Mr. Hastings) 2 Forsyth's The Guller 10st 816 (Mr. Pope) Mr. Nomad's Damon 10st 21b (Mr. S. A. Setb) Mr. W. R. Richardson's Rosario 10at 10lb (Mr. H.

Gegg) Mr. Kenlowl's Dunin 10st 101b (Mr. Hickman) Mr. Source' Valsalina 10st 71bs (Mr. Sedgwick) McMurtrie's Pitcorthie 10at 91b

(Mr. Knoll) Messre. Fitzwilliams Malgwyn 10st 21b (Mr. Clarke) "O. Mr. Joy's Sling 10st 21b (Mr. Jervois) 0

Jockey Hurt. Valsalini's number went up in the frome, but before the race he threw his jockey, Mr. Sedgwick. Fortunately the jockey did not sustain any serious injury, but suffered from a nasty cut on the head. The pony was withdrawrn from the race. When the flag fell Pitcorthie led to the rock, and round the village bend Brown Boy got up on the outside, and entering the straight Pitcorthic was besten. Brown Boy goand third. Time 1.19. Dividend :-

Winner \$28.50 Places \$10.80 \$25.40 \$48 70 Cash Sweep :--

Ticket No. 634 1st \$25.20

\$40.00

LATEST SHIPPING NEWS.

MOVEMENTS OF STEAMERS. had more than two winning on the 18th inst., for this Port (via mounts in Hongkong, Shanghai and Manila.) and may be expected to The M. M. s.s. AUSTRALIEN W

Port on the 21st inct., at 7.30 a.m. with the converd doction is and is du-

PARTICULARS AND CONDI-TIONS of the letting by Public Auction Sale, to be held on Monday, the 2nd day of March, 1914, at 3 p.m., at the Offices of the Public Works Department, by of His Excellency the Governor, of Two Lots of Crown Land at Kowloon Tong in the New Territories of Hongkong, for a term of 21 years.

PARTICULARS OF THE LOT,

of ale	try No	ALIES.	Boundary Measurements. Approximate				ents .	Annual Rent.	Price.
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PARTICULARS AND CONDI-

TIONS of the letting by Public Auction Sale, to be held on Monday, the 2nd day of March, 1914, at 3 p.m., at the Offices of the Public Works Department, by Order of His Excellency the Governor, of One Lot of Crown Land at Reclamation Street, Yaumati, in the Colony of Hongkong, for a term of 75 years, with the option of renewal at a Crown Rent to be fixed by the Surveyor of His 4,00 | Majesty the King, for one further term of 75 years.

PARTICULARS OF THE LOT

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T. 12,500 \ Feb., at noon.

T. 12,500 \ Mar. at noon.

TUES., 24th

TUESDAY, 10th

(WEDNES., 11th

WEDNES. 8th

(MONDAY,

(SUNDAY,

THURS., 26th

(FRIDAY, ...

25th February.

April,

Maich

April

11th March

24th January,

T KURDMOTO, Manager

(WED., 11th

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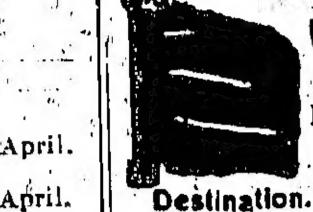
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S.S. "Torilla," 5,203 tons, Capt. Swanson, R.N.R. will be det Yokohama patched for SINGAPORE, PENANG & CALCUTTA on 23rd Feb. S.S. "Dilwara," 5.378 tons, Capt. Ramage, R.N.R. will be des Shidzuoka patched as above on 28th Feb.

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DAVID SASSOON & CO., LTD. Hongkong, Feb. 20th, 1914.

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dailings from JAPAN, OHINA and ria STRAITS and COLOMBO,

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Taking Cargo at Through rates to all European North Continental and British Ports, also Triests Liabon, Oporto, Genos, and other Mediterranean Leventine, Black Baille She and Pirris, and all North and South American Ports,

Next Sailings from Hongkong : OUTWARD.

10	For Shangnal, A	obe & Yokonama:	P	
Assyria Hoerde	22nd Feb. 1st Mar. 15th Mar. 18th Mar.	Uckermark	.27th 5th .25th	Mar. Apr. Apr.

HOMEWARD.

For H're, R'dam, B'mon &H'burg; O. J.D. Ahlers28th Feb. For Marseilles, H'burg & A'werp; For Marseilles, Havre & H'burg; Sithonia 6th Mar. For M'les, H're, R'dam & H'burg; Bermuda 8th Mar. For Havre, Emden, & Hamburg; Spezia..... 14th Mar. For V'toria, V'ver S'tle & P. (Or.) Suedmark 18th Mar.

For M'les. R'dam & Hamburg: For Havre & H'burg;

For Dunkirk & Hamburg; Aragonia.....3rd April For Havre Emden & Hamburg April, 1914. Assyria,..... . . 4th April. For V'toria, V'ver, S'tle & P. (Or) Hoerde14th April.

For Further Particulars, apply to-

Hamburg-Amerika Linie, HongkongOffice.

SAILINGS SUBJECT TO ALTERATION. Steamers. To Sail.

CHINA NAVIGATION

SHANGHAI & TSINGTAU ... Foochow21st Feb. at m'night SHANGHAI Liangchow24th Feb. at 4 p.m. MANILA, CEBU & ILOILO... Tean24th Feb. at 4 p.m. AIPHONGSungkiang25th Feb. at 10 a.m. Luchow26th Feb. at 4 p.m. SHANGHAI & TSINGTAU...Kanchow28th Feb. at m'night SHANGHAI Shaohsing 3rd 'Mar at noon MANILA, CEBU & ILOILO ... Chinhua 3rd . Mar. at 4 p.m.

DIRECT SAILING TO WEST RIVER, Twice Weekly. "S.S. LINTAN" and "S.S. SANUI"

EMMANILA LINE.—Twin Screw Steamers "Chinhua," "Taming" and "Tean." Excellent saloon accommodation amidships; electric fans fitted; extra staterooms on deck aft on "Taming" & "Tem." SHANCHAI LINE.—The Twin Screw steamers "Anhui" Chenan," and the S.S. "Liangchow," "Luchow" and "Yingchow" having excellent accommodation with Electric Light throughout and Electric Fans in the State-rooms and Dining Saldon, maintain a fast schedule service between Canton, Hongkong and Shanghai, leaving Hongkong for Shanghai direct every Thursday and Sunday, taking cargo on through Bills of Lading to all Yangtsze and Northern China Ports.

The steamers leaving Hongkong on Sundays proceed from PHILIPPINE Shanghai to Tsingtau, leaving there on Tuesdays for Shanghai, Hongkong and Canton.

N.B.—Passengers must embark before midnight on Saturday for the Sunday morning sailings. A Company's launch leaves Murray. Pier at 10 o'clock every Saturday night.

These steamers land passengers in Shanghai, avoiding the inconvenience of the trans-shipment at Woosung.

Reduced Fares: -Single \$45: Return \$75.

For Freight or Passages apply to BUTTERFIELD & SWIRE.

Telephone No. 36. Hongkong 21st Feb; 1914.

HONGKONG AGENCY.

Homeward Bound.

(Odessa via ports of call.)

The S.S. Perm, 4,149 R.T., Commander Bakanoff, is expected to Electric Light. Excellent Cuisine, Sachsen 23rd Mar. arrive here about the 22nd day of February, 1914. The S.S. Kiev. 5,566 R.T., Commander Stetzky, is expected to Scandia28th Mar arrive here about the 5th day of March, 1914.

The S.S. Vladimir, 5,620 R.T., Commander Kamichansky, is expected to arrive here about the end of March, or beginning of

Outward Bound.

(Vladivostok via Nagasaki.) The S.S. Yaroslav. 4,494 R.T., Commander Lokhmatoff, is Halmun expected to arrive here about the 21st day of March, 1914. N.B.—This outward steamer on the way to Nagasaki and Vladivostok will call at Hongkong if the room permits. For Freight, Passage and further particulars, apply to

Hongkong 18th Feb., 1914. Hotel Mansions, Tel. No. 1884.

Capt. D. A. LUKHMANOFF, Agent,

between the figures for 1913 and those for the previous year - how a large increase. A noteworthy feature is the enormous it crease in Norwegian shipping, the number of vessels in 1913 exceeding. that of any other nationals y by no fewer than 51, whilst the total Norwegian tonnage is only about

LOG BOOK.

Bangkok Shipring.

The shipping trade of Bangkok

during the part year was extre-

mely brisk, and the difference

of Germany. The total number and tourage of foreign vessels which called at Bengkok during 1913 pro :-

man Ryor di				
1	Sta	eamer	6.	Tons.
German		2a0		258,958
Norwegian	••5	301	•	255,370
British		103	*	103,88
Danish	80.0	12	41	29,73
French		28		11,78
Dutch		. 21	,	10,37
Chinese	448	Ű	1	8.18
Austrian	680	. 2		3.55
Jupanese /		2		1,34
Russian	100	' 1	4.0	99
Total	.,	720	.".	68.1.22

In addition there were 11 Datch ighters totalling 12,095 toos.

The trade of the year thus hows an increase of 208 yessels, the increase in tonnage being 225,416 tons. The Norwegian vessels totalled 301, with an aggregate of 255,370 tons; German vessels numbering 250 their total tonnage being 258,955. The record of the year was reached. in October, the port being visited in that month by 71 vessels, with a tonnage of 71,202 tone. The amallest figures of the year were those for August, both in the number of vessels and tonnage, the figures being 53 vessels. 48,659 tons.

The steamers of all nations with the exception of Denmark show an increase, the Danish figures showing a decrease of one steamer of 1.141 tons.

The increase for the other nationa is as follows :

	8	Tone.		
),	Norweigian.		135	120,673
of	German.		23	24,834
) Tark	British.	486	35	51,348
N /	French.		2	1,842
	Dutch.	***	6	7,938
al	Chinese.	***	2	1,747
of	Austrian.	***	. 2	3,550
Ĭ.	Japanese.	***	2	1,349
	Russian.		1	995
	The total	numi	er of c	

arriving during 1913 was 72,598, sompared with 71,394 in the previous year. There were 53,761 Chinese deck passengers from Swatow, and 12,467 from Hoihow, which compare with 52,022 from Swatow and 11,990 from Holhow in 1912. The cabin passengers from swatow in 1913 numbered only 41, and those from Hoihow 51; these comparing with 52 and 9, respectively, in the previous

The passengers from Singapore during 1913 numbered 1,003 cabin and 2,957 deck, compared with 856 and 3,181, respectively, in 1812.

United States Shipping.

In his report for 1913 the United States Commissioner of Navigation states that the total documented merchant shipping of the United States on June 30, 1913, comprised 27,070 vessels of 7,886,518 gross tons. This is the largest tonnage in the country's history, and, excepting the British Empire, exceeds that of any other two nations combined.

Of the total tonnage, 1,027,776 gross tons were registered, showing the largest American tonnage for foreign trade in twenty-seven years. Even more auspicious is year's increase was in tonnyge for the foreign trade.

Shipbuilding, too, prospered during the fiscal year, the output of United States yards reaching 346,155 gross tons an increase of 50 per cent. over the previous twelve months.

The difference in the cost of building vessels for the foreign trade in the United States and abroad has been largely eliminated, and in consequence we are long step nearer a normal share in the world's coean carrying

Shioping

INDO-CHINA STEAM NAVIGATION CO., LTD.

(Projected Sailings from Hongkong.-Subject to Alteration) SHANGHAI via Swe tow Choysangt Sun., 22nd Feb. at d'light S'PORE, P'ang & C'cutta... Kumsang - Mon., 23rd Feb. at 2 p.m. Tuos., 24th Feb. at d'light SHANGHAI Hangsangt MANILALoongsang *
S'HAI, N'ki. Kobo & Moji Namsang * Satt, "28th Feb. at 2 pm. Wed, 4th Mar. at d'light

Y'HAMA, Kobe & Moji...Yatshing* Sat., 7th Mar. at d'light Return Tours to Japan (Occupying 24 days). The steamers "Kutsang," 'Namsang" and "Laisang," leave about every 3 weeks for Shanghai and Japan returning via Kobe (Inland Sea) and Moji to Hongkong. Time occupied 20 days! This service is supplemented by the "Fooksang" "Kumsang" Lovat" "Yatshing" and "Sulsang" leaving Hongkong at regular intervals for Yokohama, Kobe and Moji and returning thence direct to Hongkong.

Hongkong. Time occupied 16 days.

The steamore Choysang, Kwongsang, and Hangsang will call at Swatow on their way down from Shanghai.

These vessels have all midera improvements and are fitted throughout with electric Light. A duly qualfied surgeon is also carried.

*Stgamers have superior accommodation for Fust-class. Passengers, and are fitted throughout with Electric Light. Taking Cargo on Through Bills of Lading to Yangiszo Ports, Chefoo, Tientsin, Dalny, Weihaiwei, Tsingtau. Taking cargo on Through Bills of Lading to Kudat, "Lahad Datu, Simporna, Tawao, Usukan Jesselton and Labuan.

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PROJECTED SAILINGS FROM HONGKONG. Subject to change without Notice Shire" Line Service. — Homeward.

Date of Sailing Steamers. LONDON & ANTWERP...Den of Airlie LONDON & ANTWERP... Merionethshire... Trans-Pacific "Shire" & "Glen" Joint Service

V'TORIA V'VER S'TLE, Radnorshire 6th Mar. "TACOMA & P'LAND... } Den of Ruthven 5th April. TACOMA & PLAND... | Clentochy 3rd May.

Cargo accepted on through Bills of Lading to all ports in Europe and North and South America. For Freight or Passage, apply to,

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NEW SERVICE OF STEAMERS BETWEEN Yokohama, Kobe, Hongkong and Rangoon. EASTWARD.

The S.S. Fultaia 4,154 tons gross, Capt H. F. Minett, R.N.R. will be despatched for Kob . Moji, and Yokohama on the 2nd Feb., at daylight taking cargo and Passongers at current rates. For Freight and Passage, apply to

JARDINE, MATHESON & CO., LD. Tolophono No. 215.

THE TAIKOO DOCKYARD & ENGINEERING Co. OF HONGKONG, Ltd. TAIKOO DOCKYARD, HONGKONG.

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ENGINEERS. WELDING & CUITING OF METALS BY OXY-ACETYLENE AND ELECTRIC SYSTEMS.

Estimates given for quick construction and repair of Ships, Engines, Boilers, Railway Rolling Stock, Bridges, and all Class sof Engineering, Iron and Wood Work,

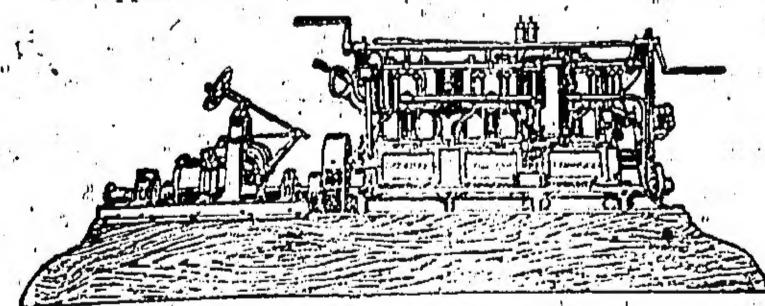
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THREE PATENT SLIPWAYS taking vessels, up to 3,000 tons displacement, providing conditions for painting ships with most Nagasaki, Kobe & Yokohama Tango M. efficient results.

100-Ton ELECTRIC "CRANE ON QUAY-ELECTRIC OVER- Shanghai, Kobe and Yokohama Seudmark HEAD CRANES throughout the Shops, ranging up to 100 Tons. Shanghai Y'hama, Kobe & Moji Peking 50-Ton Hydraulic TESTIO G MACHINE for Chains Wire Ropes, Shanghai, Kobe and Yokohama Brisgavia Rivets. etc.

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р. Те	Destination.	in .	Vesset's Name.	For Freight Apply To	to be Di spatched
1 o v Yo		, II	E	D. Co.	24, Feb.
	s via Ports	ď,	Magellan	M. M. Co.	24, Feb.
Warseille	London & A	ntwerp .	гуо М.	N. Y. K.	25, Feb.
Havre, K	dam, B'men, &		O.J.D.Ahlers		28, Feb.
	s, H'burg & Art		Suevia ·	H. A. L.	2,Mar.
	don, R'dam &			S. T. Co.	3, Mar.
	s, Havre & Har		Sthonia	H. A. L.	6, Mar.
	re, R'dam & I	lamburg	Bermuda	H. A. L.	8, Mar.
	id Antwerp		Den of Airlie		8, Mar.
	, via Ports		Nera	M. M	10, Mar.
	, Dunkirk, An			1. 3.	9 (1)
	ind Bremen/H'l			N. D. L.	10, Mar.
	nden and Hami			H. A. L.	14, Mar.
	lamburg & A'w			H. A. L.	17, Mar.
	V'ver, S'tlo & P			H. A. L.	18, Mar.
	, R'dam & Har	nburg		H. A. L.	23, Mar.
Invre, &	Hamburg		Scandia	H. A. L.	28, Mar.
lavre, E	mden and Har	mburgl		Y	
Bremen	C July C		Goettingen	N. D. L.	28, Mar.
∡ondon vi	a Plymouth	. •	Glenlogan		31, Mar.
	Emden and H	burg 1		9 1	
Bremen			Fuebingen	N, D, L.	E. of M.
Dunkirk &	Hamburg		-	H. A. L.	3, Apr.
	dem & Hambi		,		4, Apr.
	'ver, S'tle & P			/	14, Apr.
	Antwop, R'de				
Bremen I			Loth ringen	N. D. L.	M. of Apr.
	den & H'burg/		Thuoringen !		B, of May
Aarseilie					19. May.
	inkirk, Emder		7		-at may.
	g/Bromen -		Gernis	N. D. L.	5. of Mare
			lt.		111
NE	W YORK SA	N FRAN	ICISCO ANI	D CANAD	A. ·
1	46			, 10	

NEW YORK SAN FRA	NCISCO AN	ID CANAL	A.
V'toria, B.C., T'ma via Japan &c America San F'cisco via S'hai & Japan &c Boston & New York via Ports [Aki M.), S. K. N. Y. K. P. M. Co.	21, Feb. 24, Feb. 24, Feb.
T'te. Fiume V'ce, via S'pore etc.	Kasama Vo. waerts	I 4	25, Feb. 3, Mar.
V'toria, BC., & T'ma via S'hai &c. Vancouver via S'hai and Japan Francisco, via Shanghai, M'la,)	Panams M. E. of Japan	O. S. K. C. P. R.	4, Mar. 5, Mar.
Japan and Honolulu Victoria Viver Stle T. & P. Bost in and New York	Chiyo M. Radnorshire Indradeo	T. K. K. J. M. Co. J. M. Co.	7, Mar. 8, Mar. 10, Mar.
San F'eo via Manlia & Japan &c. V'toria, V'ver, S'tle, & P'land	China Suedmark	P. M. Co. H. A. L.	14, Mar. 18, Mar.
Vancouver via S'hai and Japan San Francisco and San Pedro Vancouver via S'hai and Japan	E. of Russia R. Dollar E. of India	R. D. Co. C. P. R.	19, Mar. 31, Mar. 2, Apr.
Francisco, via Shanghai, M'la, to Japan and Honolulu. Victoria, Vancouver Seattle,	Tenyo M. Den. of	T. K. K.	4. Apr.
Vancouver via S'hai, Japan etc., Vancouver via S'hai and Japan	Monteagle	J. M. Co. C. P. R. C. P. R.	5, Apr. 8, Apr. 16, Apr.
San Francisco and San Pedro V'toria, V'yer, S'tle, T. & P.	M. S. Dollar Glenlochy	R. D. Co.	28. Apr.
N or	RALIA.	0	
Newguinea Brisbane, Sydney	P. Waldomar	M. Co.	21, Feb.

AUST	RALIA.	10	. "
Newguinea Brisbane, Sydney Australian Ports via Manila Australian Ports via Manila Australian Ports via Manila Australian Ports via Manila	Empire Kumano M.	S. W. Co. G. L. Co. N. Y. K.	21, Feb. 22, Feb. 27, Feb. 11, Mar. 20, Mar
Australia Australian Ports via Manila	Changsha Eastern	B. & S. G. L. Co.	24. Mar. 9. Apr.
SINCAPORE, COAST	PORTS AN	D JAPAN	•
Singapore, Penang and Calcutta Cta vi. Spore Pang & R'goon Yokohama, and Kobe Shanghai Manila Miike, Kobe and Moji Tamsui via Swatow & Amoy Shanghai, Kobe & Yokohama Shanghai, Moji, Kobe & Yhama Shanghai S vatow, moy and Foodhow Shanghai, Kobe and Yokohama Foodhow 'a Swatow & Amoy Kobe and Yokohama Foodhow 'a Swatow & Amoy Kobe and Yokohama Shanghai, Moj., Kobe & Y'hama Manila Shanghai, Y'hama, Kobe & Moji Y'hama and Kobe via Shanghai Kobe Manila. Mangarin, Cebu& Ilcilo Shanghai, Kobe and Yokohama Shanghai, Kobe and Yokohama Shanghai, Kobe and Yokohama	Jolunga Daijin Maru Australion Malta Hangsang Hangsang Handia Kaijo M Kamo M Tosa M, Loongsang Yeddo Austria Coblenz	S. T. & Co. D. Y. Co. N. Y. Co. J. M. Co. M. & C	21. Feb. 21. Feb. 21. Feb. 22. Feb. 22. Feb. 24. Feb. 24. Feb. 25. Feb. 26. Feb. 27. Feb. 28. Feb. 28. Feb. 28. Feb. 3. Mar. 3
Jesseltion Kudat and Sandakan	Born eo	M. Co.	4, Mar 8, Mar
Bombay via S'pore Port S'ham, Penang & Colombo Shanghai, Kobe & Y'hama	Luzon M.	O. S. K. V. M.	8, Mar
Shanghai, Kobe & Yokohama	Altantique	M. M.	9. Mar 10. Mar
Magnaghi Paka & Vakahamia	100 m as an a 3.6	AT 37 T	1 1 2 2 2

Shanghai Kobe and Yokoh m : Hoerde

Shanghai, Kbbe and Yokohama Sambia

Batavia, Cheribon, Samarang. &c. Tjipanas

Batavia, Cheribon, Samarang, &c. Tjitaroem

Batavia, Cheribon, Samarang, & Tjimahl

Japan

Shanghai

Shanghai, Kobe and Yokohama | Uckermark.

MOVEMENTS OF STEAMERS.

VESSELS ADVERTISED TO DEPART TO-MORROW.

For. Vessels. Daijin Maru Swatow Straits "... Hokuto Maru Swatow Haimun

DEPART ON MONDAY. Straits Kumsang

VESSELS ADVERTISED TO ARRIVE TO-MORROW.

From. Vessels. ARRIVE ON MONDAY.

Malta Singapore .

AUSTRALIAN MAIL

The F. A. a.s. ST. ALBANS from Sydney etc., left Port Darwin for this nort (vin-Timor and Manila) on the 9th fret, and may be expected to arrive here on the 21st

The L.G. M. s.s. COBLENZ left Sychoy on the 7th inst. at 11 a.m. and may he expected here on or about the 2nd of March.

The E. and E. s.s. ST. ALBANS from Tacoma Maru, Jap. s.s. 2,830, J. Humada Sydney etc., left Manila for, this port on the 20th inst. at noon and may be exnected to arrive here on or about the Seang Choon, Br. s.s. 3,722, W. T. Larkins 22nd inst., at noon:

AMERICAN MAIL.

The P. M. sg. SIBERIA sailed from inst., via Manila. The United Straits mail has been transfered to the E. OF RUSSIA.

The P M. S.S. KOREA will be despatched from this port at 1 o'clock on the 24th Pebruary, for San Francisco, via Shanghai, Nagasaki, Kobe, Yokkaichi, Yeko-hama and Honolulu. There will be about 25 emigrants for Japan Ports and about 125 emigrants for Honolulu and San Francisco. Captain I. J. Lossius Will'act as Passage Broker.

MERCHANT STEAMERS.

The N.Y.K. s.s. KAMO MARU (European Line.) left London for this port via ports on the 17th ult., and is expected here on the 25th February.

(European Line.) left London for this port yla ports on the 31st January, and is expected here on the 11th March. The N. Y. K. s.s. SADO MARU

(American Line.) left Seattle for this port on the 27th January. The N. Y. K. s.s. TOSA MARU (Cal-

outta Line.) left Calcutta for this port via Rangoon and Singapore on the 7th inst... and is expected here on the 26th instant. The N. Y. K. s.s. YOKOHAMA MARI

(American Line.) left Seattle for this port via Ports on the 10th instant, and is expected here on the 15th March. The s.s. GLENLOGAN passed the Suez Canal on the 27th ult., for Hong-

kong via Straits. The s.s. SATSUMA (of the Barber

Line) sailed from New York on 14th Jan. and is due to arrive here on or about 14th

The s.s. PATHAN (of the Mogus Line) salled from U. K. on 25th January, and is due to arrive here on or about 5th March.

sailed from New York on the 4th instant, for Hongkong.

The Barber Line as. CHALISTER

The H. A. L. s.s. SCANDIA left Sirgupore on the 15th instant, a.m. and may be expected here on or about the 21st instant

The P. & O. s.s. MALTA left Singapore

this Port on the 17th inst., at 10 a.m. and is due here on the 23rd inst., at about

The Ben Line s.s. BENALDER from Antwerp, Middlesbro & London left Singapore for this port on the 17th inst int, and may be expected to arrive here on or about 24th idem.

BOLINDERS ODIIDE MANTANO

MARINE MOTORS, DIRECT REVERSIBLE.

N. Y. K. 111, Mar.

17, Mar.

18, Mar.

21, Mar.

27, Mar.

5. Apr.

25, Apr.

Q. desp.

Q. desp.

Q desp.

Q. desp.

H. A. L.

H. A. L.

A. N. Co.

H. A. L.

H. A. L.

H. A. L.

J.C.J L.

J.O.J.L.

J.C.J L.

J.C.J L.

J.O.J L.

1 jitaroem

Tjiliwong

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MOTORS, FOR ALL PURPOSES. STATIONARY

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REPRESENTATIVES FOR J. & C. C. BOLINDERS, A. STOCKHOLM.

FOR CHINA, FORMOSA, AND PHILIPPINE ISLA NDS

The I. C. S. N. s. HANGSANG from Karoms Br. s.s. 5,362, J. H. Beare, 18th Shanghal is due at Hongkong on the 28th Calcutta is due at Hongkong on the lat Koan Maru, Jap. s.a. 2,145, Horinchi, 18th

The S. L. s.s. RADNORSHIRE from London passed the Canal on the 3rd Feb.
is due at Hongkong on the 6th March.
The S. L. s.s. DEN OF AIRLIE from
Pacific is due at Hongkong on the 5th

The B. I. S. N. s.s. FULTALA from Singapore is due at Hongkong on the 21st February. The a.s. DUNERA from Calcutta left Singapore on the 19th inst., and may be expected here on or about the 25th inst.,

on the 20th inst., a.m. and may be expeoted here on or about the 25th inst.

VESSELS IN PORT.

Steamers.

Empress of Japan, Br. s.s. 3,039, W. D. Hoperaft, 6th inst.—Shanghai, 3rd inst., Gen.-C. P. R. Co. Tsinanfu, Norw. s.s. p,460, W. Julinssen 7th inst .- Java, 28th ult., Sugar

Romany, Br. s.s. 2,995, Milner, 8th inst.---Singapore, 1st inst., Bulk oil-A. P. & Co. Hampshire, Br. Cruiser, 10,510, M. R. Hills

8th inst.---Colombo. Shengking, Br. s.s. 1,359. Cowan, 9th inst Swatow, 8th inst., Ballast --- B. & Ajax, Br. s.s. 4,477, G. S. Thomson, 12th for

inst.—Shanghai, 9th inst., Gen, —B, & S. 12th inst .- Manila, 9th instant, Flour-O. S. K.

12th inst .-- Straits, 7th inst., Gen. -Chinese. Wengkel, Ger. s.s. 1,118, H. Oltmanns, Plymouth to London) £40. 14th inst. -- Bangkok, 5th instant,

Rice---B, and S. Chungang, Br. s.s. 1,418, Mattook, 14th | to inst.—Saigon, Rice—Chinese. Yokohama for Hongkong on the 11th Aki Maru, Jap. s.s. 4,002, J. Noma, 15th Shanghai, 12th inst., Gen,-N. Y. Dovawongse, Br. s.s. 1,047, C. W. Shearer

16th inst, -Saigon, Ilth Instant, Rice ... A. Bune. Drufar, Norw. s,s, 1,102, J. Bing, 16th inst -Bangkok, 7th inst., Gen.-C. T. S. N. Co.

Helonus, Br. s.s. 7,554, A. D. Baker, 14th inst .-- Shanghai, 12th inst., Cen B. and S. Kumsang, Er. s.s. 2,077, F. Whuler, 15th inst -- Moii, 11th inst, Gen .- J. M. and Co.

inst,---Swatow, 13th inst., Ballast -B. and S. Atholl, Br. s.s. 3,031, J. L. Saxby, 16th S.S. ... M. S. inst.-Bingapore, 10th inst., Gen. -D. & Co. Foochow, Br. s.s. 1.228, J. R. Owen, 16th inst.—Salgon, 11th inst., Rice-

Hokuto Maru, Jap. s.s. 2.426, 17th Inst. space and further particulars The N. Y. K. S.S. KASHIMA MARU Keelung, 13th inst., Cosl-D & apply to Jelunga, Br. s.s. 0.360, J. R. O'Sullivn, 17th inst -- Calcutto, 7th inst., Gon .--

D. S. & Co. Korea, Am. s.s. 5,651, A W Nelson, 16th inst,—San Francisco, 15th inst., Gen.—P. M. Co.
Tjikini, Dut. s.s. 4,736, W. H. Lap, 17th J. C. J. L.

inst.—Batavia, 7th inst., Gen.— Tungshing, Br. 1,170, Hussey, 17th inst.-Balgon, 13th inst., Gen,-J. M. & E. of Russin, Br. s.s. 8,789, W. Davison,

18th inst, -- Vancouver, Gen. ---C. P. R. Hollow, Br. s s. 992, McCrlicch, 18th inst: -Wei-hal-wei, 12th inst., Gen .-

B. and B. Hyson, Br. s.s. 6,607, J. A. Taylor, 17th inst .- Shanghai, 14th inst., Gen. —B. and 8.

Jinsen Maru, Jap. s.s. 2,347, T. Terada, 17th inst.—Moji, 12th instant, Cement—N. Y. K. Rangoon Maru, Jap. s s 3,188, Date, 18th ines .- Singapore, 12th inst., Gen.

Rubi, Am. a.s. 1,408, J. Miller, 18th inst.---Manila, 15th inst., Gen. 8, & T. round trip \$120. Thesevs, Br. s.s. 6,000, J. W. Smallwood, to

Gen .-- B. and B. Yuensang, Br. s.s. 1,123, H. Rolfe, 17th inst.-Manils, 14th inst., Gen .-- Hongkong, 19th Feb., 1914. [1165 J. M. & Co. Daijin Maru, Jap. s.s. 899, V. Merakami, 18th inst. Swatow, 17th inst.

Gen. -- O. B. K. Hain Chang, Chi. a. 1,459, Newbury, 19th inst. -- Shanghai, 16th inst., Gon. -Chinesei Fultala, Br. s v. 2,702, S. G. Cave, 20th inst.Rangoon, 6th inst., Gen .-- J.

Haimun, Br. vs. 641, J. W. Evans, 20th Inst.-Swatow, 19th inst., Gen D. & L. & Co. Hangsang, Br. s.s. 1,56, S. Wilde 20th inst .- Ts'ngtau 10th inst., Gen .-

Jean, Br. s.s. 1,352, J. N. Sidford 20th inst .- Manila, 17th inst., Sugar & Gen.-B. and 8. Kenkon Maru, Jap. s.c. 2,541, Fenjimato, 19th inst.--- Milke, 13th inst. Coal

...M. B. K. Kwangse, Br. s.s. 1,205, G. J. Spinke, 19th inst.-Daluy 13th inst., Beans.-

Nissoi Maru, Jap. s.s. 2,224, H. H. Taka-shima, 20th inst.---Borneo, 13th SHIP CHANDLERS inst. Timber --- Bune & Co. Oanfa, Br. s.s. 9, 015, W. Copelycett, 20th inst.—Liverpool, 21st inst., Gen. Prometheus, Norw. s.s. 1,027, Y. Jensen 19th Inst.—Bangkok, 12th Inst.,

Rice---Chinese.

inst.—Moli, 12th inst., Coal,.... M. B. K.

TIDE TABLE.

16th Feb., to 22nd Feb. 1914

inst.-New York 9th inst. Gen.

Week.	High Wate Hongkong Mean Dime	. B	Low Wat Hongkon Mean Ulma	4
ton. 16	m 2 45	5.7 4.0	m 7 51 m n 7 36	2.0
Vedi 18 Chari sp	m 45 No interior	High Gir	0 56 s. m \$ 45 s. 11 a 48 s. nor Low	A55.
ti. 20	No inferior	6.4 High 6.6	m a 59 nor Low m s 46	w.
45. 31	m · 0 · 35 · 7	4.0	m 17 .43 m h sm ii	4.0 0.9 3.7

m morning. a afternoor To Sail

GLEN LINE"

McGREGOR, GOW & Co.) Ltd. s.s. "GLENFARG" (Capt. H. J. Henderson)

for Hamburg. London Rotterdam & Antwerp. The above steamer will be despatched for the ports named,

on or about 3rd March, 1914. S.S. "GLENLOGAN! (Capt. Jas. McGregor)

London via Plymouth. This steamer will be despatched for the above port on or about

31st March, 1914. Saloon passage Hongkong, -London (including first class rail fare For Freight or passage, apply

SHEWAN TOMES & Co., Agents. Hongkong, 21st January, 1914.

Proposed sailings for SAN FRANCISCO, & SAN PEDRO. Wenchow, Br. s.s. 560, R. N. Lloyd, 14th S.S. "ROBERT 31st Mar.,

DOLLAR" 28th April 😘 DOLLAR" Connection made with Salt Lake Railway at San Pedro for OVERLAND points. For rates.

THE ROBERT DOLLAR CO., V. M. SMITH, Manager,

3, Queen's Building For MIIKE, YOKOHAMA,

KOBE and MOJI. THE Steamship

"JELUNGA." Capt. J. R. O. Sullivan, will be despatched for the above ports, on

Saturday, the 24th inst., at Noon. The Steamer has superior accommodation for passengers, is installed throughout with Electric Light and carries a duly certified

Return tickets are available by the Indo-China Steam Navigation Co.'s Steamers. Fare for

For Further Particulars, apply 17th inst .-- Singapore, 12th inst., DAVID SASSOON & CO., LTD,

> Regular Steamship Service Proposed Sailing from Hongkong

> > For NEW YORK.

"Erroll" on or about For Freight and further information apply to

DODWELL & CO., LTD. Hongkong 12t. Jan., 1914. [977

WING KEE & CO.

47-49, Connaught Rd.

PROVISION & COAL MERCHANTS

Hingkong, 3rd October, 1913.

S.O.A.E.O.

FAR EAST OXYGEN & ACETYLENE CO., LTD.

AUTOGENOUS WELDING.

Repair of boilers and hulls, welding of cracks. Renewing of corroded plates by addition of metal. Welding of broken pieces of any

kind of metal. OFFICE: No. 4 Queen's Building, 3rd Floorle, Tephone 1088.

PUBLIC AUCTION

AUCTIONEER SHARE & CENERAL BROKER.

A VALUABLE COLLECTION OF ANTIQUE CHINA & CURIOS

(just arrived from the North) HE Undersigned has received instructions to sell by Public Austion on # THURSDAY, FRIDAY & SATURDAY, the 26th, 27th & 28th, February, 1914 comm noing each day at 2.30 p.m. at his Sales Rooms, Duddell Street,

A Valuable Collection of Antique China and Curios from the Sung to Kienlung Dynasties Comprising: 5-COLOURED, 3-COLOURED and BLUE and WHITE VASES, PLATES, BOWLS and FIGURES etc. SANG-DE-BŒUF VASES, WHITE "GODDESS OF MER-

CY" (Ming), FINE CRYSTRAL VASES and SNUFF BOTTLES. PORCELAIN and AGATE SNUFF BOTTLES. OLD LACQUERED SCREENS with 5-COLOURED

DECORATION. GREEN and RED JADE ORNAMENTS. OLD LACQUERED SCRE-NS with 5-COLOURED DECO RATION a d BLACK-WOOD SCREENS with BLUE and WHITE and. 5-COLOURED KANGHI KIENLUNG PORCELAIN PLACQUES etc., etc.

Consignees

STEAMERS.

NOTICE TO CONSIGNEES

POOL & STRAITS.

may be obtained.

signed by

will be subject to rent.

or they will not be recognized.

downs, where they will be ex

amined on the 23rd inst, at 11

Bills of Lading will be counter-

DODWELL & Co., Ltd.

From NEW

HE H. A. L. Steamship

Captain Knitschky, having

"AMBRIA,"

rived, Consignees of Cargo are

extra-hazardous Godowns of the

Hongkong and Kowloon Wharf &

Optional Cargo will be carried

All claims must be presented

within ten days of the steamer's

arrival here, after which dat they

the Good + have left the Godowns.

All broken, chafed, and dam-

aged goods must be left in the

amined on the 21st inst., at

effected by us in any case what-

No Fire Insurance will

on unless hotico to the contrary

signed by the Undersigned,

be given to-day.

subject to rent,

LINE OF

N.B.-The Undersigned will give a 2-weeks gaurantee as genuineness of the articles offered. Calalogue will be issued

On view from TUESDAY, the 24th February. Ferms: Cash on delivery. GEO. P. LAMMERT, Auctioneer,

Consigners

AMERICAN-ASIATIC S.S. Co. NOTICE TO CONSIGNEES.

FROM NEW YORK. HESteamship

"KAREMA." Caplain J. . H. Beare, having arrived from the above Port, Consi hees of Cargo are hereby informed that their goods are bear THE STEAMSHIP" ATHOLL, ing I soled at their risk into the Godowns of the Hongkong and Kowmon Wharf and Godown Company, Limited, Kowloon, and stored at Consignous risk and expense.

All broken, chafed, and damage i goods are to be left in the godowns, where they will be examined on Tuesday, 26th inst., at

All Chims must be presented within FIFTEEN DAYS of the a steamer's arrival here, after which date they cannot be recognized.

No Claims will be admitted after the goods have left the Godowns and all Goods remaining undelivered after the 2 th inst. will be subject to renta

No Fire Insurance has been Bills of Lading will be count-

ersigned by SHEWAN TOMES & Co.

General Agents. Hangkong, 19th Feb., 1914. [1162

PACIFIC MAIL STEAM-HIP COMPANY

CONSIGNATES

. "KOREA,"

FromSAN FRANCISCO, JAPAN PORTS, SHANGHAL & MANILA.

The above mentioned 'vessel having arrived consignees of cargo are horeby notified to send in their bills of lading for coun; stersignature and take immediate delivery of eargo from the Company's godown at W st Point, Cargo will be landed immediately at consignoes risk and expense, on that remaining undelivered WEDNESDAY, Feb., 18, 1914; at 5.p.m. landing charges will be collected.

On cargo remaining undelivered MONDAY, February 23, 1914, at noon, in addition to landing charges, storage charges will be collected.

No fire "insurance whatever will be offected.

All chafed and otherwise damaged cargo will be examined at the above company's godown SATURDAY, Feb. 21st 1914, at - cannot be recognized.

No claims will be entertained unless accompanied by short delivery note or list of exceptions and all Goods remaining undeli- Mrs D taken at the time of delivery to vered after the 22nd inst., will be Bilecio E consignoes, and signed for and on behalf of the Pacific Mail 88.

All claims must be filed on or before March 16, 1'14, otherwise they will not be recognised. R. O. MORTON:

Agent Hongkong, 16th Feb., 1914, 1122.

Don't forget after the Show Supper, and Light-Refreshments ALEXANDRA CAFE. Quen Till Midnight.

Wotel Wists.

Hongkong Hotel.

Abraham, E 8 Korr Miss MO and Kiddle Comds and Mrs J Ashton Mr & Mrs L Kinlock D Babins Mrs P Kiyoma A A Bate ER Kosto: A Bookingsale L Krisemann A Lambert E B Bear Mr & Mrs 0 Lambelot A Belllios, Mrs E R Leav. it 8 H Lee-Jones J W Bena, G A Benjamin Mrs E H Lobel F

Matheson, Miss M Bungey A P Burnap Mr & Mrs E Matheson, Mrs R Campbell Mrs 8 Campbell Misses Marriott, Dr O Mackean, Dr G

Cambridge, A J Martin, Mr & Mrs Castro, Mr & Mrs FXD'A.s. Castro, Miss L' Marr Miss Castro, Master McGarlty Capt and Champlin J D Mrs F Mehta, B K Coloman, Dr A Menusche G LEF Curry, G.P Merecki, J. Cutler Miss F Clayton, W E Meyer, P Moelloh Jr CF Molden H Crouch G Morris J Mr & Mrs Cowan Capt P H Mickle D M Dare Dr H

Dehn R M R Milkowski N B Derteano, Mr & Mrs & 2 chidren Middleton G 8 O Loury, Miss G Douglas, Mrs R H Paterson D Douglas D 8 8 Paterson Miss V Doyle Mrs J M Peterson, A Drexel Mr and Mrs Parry F A Pholps Mr and Mrs Drexel Jr

> Finson A V Polten S E

Raymond, JE

Raymond E M

Raworth, B

Reny, Miss F

Raymond, Miss

Ricketts W Mr and

Rule Mr & Mrs J A

Russell Mr and Mrs

Sausmarez Sir H W

Saxton Mg and Mrs

Schwertzor Jr M

Scott-Harston .

Square, Miss A.

Swaffield HE

Ursin J.K.

Trank Dr & Mrs H

Schweitzer Mr und

and Lady

Suxton R T

Schonk Mrs

Mrs M

Shaw R

Ray, E. H

Rico R

Droxel Miss Duy san, J Datton W Duve Mrs Ehrenfels, Mr & Mrs H E Ellis Miss Farrel M.sa Fernihough S Fehr H Freeman H Friesland G Gal'oiti, A

Garrow, H Gessler Dr Glos Mr & Mrs A FROM GLASGOW. LIVER Gillam Miss B A Gilroy Mi s E Goods H B Gordon, A G Goorgey, I

Garriock A M

ONSIGNEES of Cargo are hereby informed that all Gould, Mr & Mrs J Seymour Mrs Goods are being landed at their risk into the Gudowns of Holts' Grisogono. P D do. Wharf at Kowloon, whence Graeber Mr & Mrs Sharp E H and/or from the wharves delivery Hannibal. Mr & Smyth F "Mrs W A No Claims will be admitted Hewett, Hon. Mr E after the Goods have left the Go- A, OM G

downs and all Goods remaining Hall, Capt T P undelivered after the 23rd inst . Heiman P H Hickman Mr & Mrs Ail claims against the Steamer HF. must be presented to the Under- Hind, W B signed on or before the 16th prox., Hordern R de L. Hutton-Potts & All broken, chafed and damaged Jaffe D

Walen Mrs J P J Wakeman G H Walker, Capt H A Wolls Mrs & W Weigelsperg F de Goods are to be left in the Go- Jay J.W. Wood G C Legaet Mr and Mrs Wynberg Mr and Leggst R. C. Yearly F No Fire Insurance has been Lonnond Miss A

King Edward Hotel,

Keen A E

Mrs C

and Mrs

MacDeod D A

Kraft Mr and Mrs.

Lauritsen Mr and

Malcomson Capt

Manninga PW L

Jr UBA

Borin Mrs. Bungo W Butterfio' i Miss Z Clegg H Cux F W

Muray Bain H

Crunk M rs C K Diven Miss Donaldson W A Enright E L Evers E W GIII Mys Graves Mr D W Hall P O Haupt A hereby informed that their good-Hough Mrs LR

Massey Miss Matson Dr & Mrs. McIntyra I M Mody Mr & Mrs J Nobbs A.P ... Oudenhoren W Passmore Capt & Shepard Mrs H M are being landed and placed at Houston Miss K' M Swree Dr their risk in the hazardous and/or Houston Miss O Sibasey Mrs G T Houston Miss J Thornton G Godown Company, Limited, Hummel G Voblan J whence delivery may be obtained Inokuchi T Walthor Dr H against Bills-of-Lading counter- Joseph J Westphal K.J.

Carlton Hotel.

Bale Mr & Mrs D'H Mitchell F W No claims will be admitted after Barnes O Nishida Z Paul 8 Blackburn Mr and Randell C W Remodies A P Buight I Crombia Lt Gao Russell A Godowce, where they will be ox- Eader W Sowoll G W Plynn T G Smith E P Foote L E Thomas A.D Ullbert E J

Holmes Mr & Mrs HAMBURG-AMERIKA LINIE.

Webley AR WoodsMr&Mrs J Majer Capt and Mrs Wood P H

THEATRE ROYAL" 100th 100th Production Production HALL. ON SATURDAY, FEBRUARY 21ST. AT 9.15 P.M. ON THURSDAY.

Entertainments

Under the Patronage of H. E. the Governor and Lady May, and H. B. Major General and Mrs. Kelly. AMATEUR DRAMATIC CLUB

DES

PRIVY COUNCIL. DOOR THE SAVOURY A Costume Play Prawing Room Episode Kitchen Episode one Act one Act one Act Major Druty Certrude Jennings. Alfred Sutro Richard Price. MOUTRIE'S FROM

PRICES \$3, \$2, \$1. Soldiers & Sailors In uniform half price to \$1 seats. Hongkong, 2nd February, 1914.

To-Night

To-Night

LAST FEW NIGHTS

HE TWO GOLLIERS"

programme change or

COMING! COMING!

THE GREAT PICTURE & CLEOPATRA **ANTONY**

8,000 FEET.

TO-NIGHT SATURDAY, FEBRUARY "THE RENUNCIATION"

a magnificent setting Drama of absorbing plot & gripping Interest, LENGTH 5,000 fost. "THE PATHE'S CAZETTE" (Iwice Weekly)

WEDNESDAY, FEBRUARY 25th. WASTREL THE Powerful Coloured Sensational Drama, LENGTH 8,000 feet.

Hotel.

Allon M -& Mrs Muddiuks Mr & Mr Oilon Mr & Mrs Princa Collier Mrs Ranco H Pobey Mr. & Mrs Calvert Miss Crow Mr and Mrs Rhyderick Robb Mr and Mrs Frenck Stiller Saett Capt Grant J Grimberg Mr & Mrs Smith Hagen J Uttley, Mrs F Haucock Uttley, Master Keyt Dr.

Moyer Mr and Mrs Underhill Morgh Father Wright Craigiebura Gassoll F.O. Galbralth V Harbord W F

Bennett H Caldwell, Mr Caldwell, Miss Mastors, Mr & Mrs Carpenter, Mr R. F. C. Mys Cornell W A MoCalg, J. Jrew H C Muir.C Ram E Crew Miss Cromle Commander Smith, E.G. Wilson Mr and Mrs and Mrs

> Sail To

with liberty to call at Malabar HE Steamship

"INDRADEO"

For freight and passage apply JARDINE, MATHESON

Agents. Telephone No. 215, Sub. Ex. No. 9. Worby Mrand Mrs Hongkong, 12th Feb., 1914.

NORDDEUTSCHER LLOYD BREMEN: IMPERIAL GERMAN

LINE. NOTICE TO CONSIGNEES.

THE Steamship

"KLEIST,"

having arrived, Consignees of sargo are hereby informed that their Goods, with the exception of Opium, Treasure and Valuables, are being landed and stored at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and West Point Godowns, whence delivery may be obtained.

Optional Cargo will be forwarded on unless information is received from the Consignees before noon to-day requesting it to be landed here.

No claims will be admitted after LTD. the Goods have left the Godowns, and all goods remaining un-FOR BOSTON & NEW YORK delivered after the 25th of Feb., will be subject to rent. All broken, chafed, and

damaged Goods are to be left in AMERICAN ASIATIC S.S. Co. the Godowns, where they will be examined on the 25th of Feb., at 9.30 a m.

All claims must reach us before No Fire Insurance will be effected.

Bills of Lading will be countersigned by the undersigned. NORDDEUTSCHER LLOYD. MELCHERS & CO.

Gen vol Agents. Hongkong, 18th Feb., 1914. [1163

Notices.



Beautiful Miniatures are now packed in every 50s tin of The "Three Castles" cigarettes and suitable frames can be obtained by returning 25 of the coupons also packed with these well known cigarettes.

·WILLS's

CEORCE STEICER.

SAUSAGE FACTORY AND DELICATESSEN STORE. IA, GRESSON ST., PRAYA EAST. .. (OPPOSITE THE SEAMEN'S INSTITUTE)

ALL KINDS OF SAUSAGES.

FRENCH, ENGLISH AND GERMAN. IN LARGE OR SMALL QUANTITIES; BEEF AND PORK SAUSAGES, FRESH DAILY: SPECIAL ARRANGEMENTS FOR HOTELS, CANTEENS, BOARDING HOUSES, SHIPS, PICNIC PARTIES, ETC., ETC.

Consignee

NORDDEUTSCHER LLOYD, BREMEN.

FREIGHT LINE. NOTICE TO CONSIGNEES. THE Steamship

"GOETTINGEN."

having arrived, Consignoes of cargo are hereby informed that their Goods, with the exception of Opium, Treasure and Valuables, are being landed and stored at their risk into the hazardone and/or extra hazardous Godowns of refuse commencing at 6 p.m. of the Hongkong and Kowloon, will be substituted in the areas Wharf and Godown Company, mentioned below for the usual Limited, Kowloon, and West afternoon collection. Point Godowns, whence delivery

may be obtained. ed on unless intimation is received Belleview Hotel. from the Consignees before nuon | 2. All streets below Caina Road to-day requesting it to be landed and Bonham Road from Wynd-

the Goods have left the Godowns, Street. and all goods remaining un delivered after the 25th of Feb.,

will be subject to ront. All broken, chafed, and damaged Goods are to be left in the WE have much pleasure in announcing to our Godowns, where they will be have opened

examined on the 25th of Feb., at II a.m. All claims must reach us before the 4th of March, 1914, or they Commodious Premises No. 38 & 40 will not be recognized.

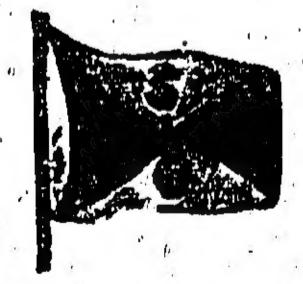
No Fire Insurance will be effected. Bills of Lading will be counterrigned by the undersigned. "

NORDDEUTSCHER LLOYD MELCHERS & Co.,

General Agents. Hongkong, 18th Feb., 1914. [1164]

> Sail रा ०

HONGKONG-BOSTON & **NEW YORK.**



For Boston & New York via Ports & Suez Canal.

(with liberty to call at the Malabar Coast.) s.s. "KASAMA"

on or about 25th Feb., 1914. For freight and further information, apply to

> SHEWAN TOMES & Co General Agents.

Notices

NOTICE. DEUTSCH-ASIATISCH & BANK.

LROM Monday, 23rd February onward the business of this Bank will be conducted in its now premises 7. Queen's Road Central. R. TIMMERSCHEIDT, Manager.

OTICE is hereby given that on and after the 19th February, 1914, an evening collection

The areas are: 1. All streets below Kennedy Optional Cargo will be forward- Road from Garden Road to the

hum Screet and Arbuthnot Road Noclaims will be admitted after to Pokfulam Road and Whitty D. W. TRATMAN.

Head of Sanitary Department. Hong ong, 19th Feb., 1914.

A New SILK STORE the most up-to-date style and fashion at the sargs

Queen's Road Central, lately occupied by Mesers. H. Ruttonjee & Son where we are displaying an entirely new, kandsome and gorgeous stock of

Silk Good: & Jewellery Ware of all descriptions in a variety of new, elegant and attractive designs and patterns.

The stock includes a choice selection of Türkish, Persian & India Silk,

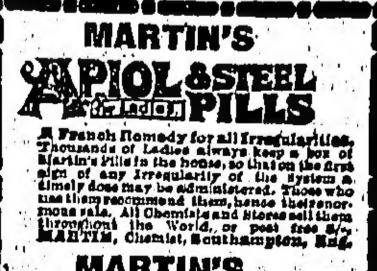
Carpets & Woollen Rugs Prices specially reduced for summer.
Chespest store in the Colony:
An early visit enrocatly solicited. D. CHELLARAM.

LESSONS IN CHINESE.

Ragkong, July, 26th 1918.

MR. LI HON FAN, a Chinese graduate versed in literature, has been a teacher to European officials and merchants in this Colony for over ten years. He has a good method of training Europeans to pass in the Chinese examination, and is possessed of a first rate certificate as a Chinese teacher: He has

also a good knowledge of Mandarin and Hakka. Those who intend learning the Chinese language are requested to write c/o " Hongkong Telegraph" office or direct to 37 Hollywood Road, 1st floor. Hongkong, 29th Jan., 1912.



MARTIN'S

YAPIOL & STEPL THE THE PILLS

Hongkong Office... Hongkong, 16th Feb., 1914.

Rood Mr and Mrs G Bray Mr & Mrs C M Remedios 8 V dos

Smith Mr & Mrs L Tugglo Mr & Mrs Warden Mr & Mrs Jackson Mr & Mrs Walker Mrand Mrs Kay Mr and Mrs L Watling Mr & Mrs

Captain T. R. Evans, will be despatched as above on 10th March. the 4th of March, 1914, or This steamer has excellent they will not be recognized. accommodation for a limited number of saloon passengers.

₩& CO., LTD.

Consignee

THE HONGKONG TELEGRAPH.

HONGKONG, SATURDAY, FEBRUARY 21, 1914.

SHORT STORY.

DETECTIVE BURNS' GREAT CASES

THE MYSTERIOUS COUNTER-FEITER

Continued from last Saturday.)

a world-wide reputation for him- in Bay City were discovered. self by his clever, work, and has They were two brothers, one an been concerned with numerous electrician, William Noria, the investigations of a highly per- other a pressman, Edward Nor is., plexing character]. ...

mystery," who alone of all the Briggs, of Findley, Ohio, and rency; still not only was not themselves stung. .. caught, but was not even known. He seemed to be a mere figment Gertrude, had actually lived on of the imagination—except that his sinister reputation. Popple He had felt the web tightening machine they had devised. vory good.

esting artist-crook. With every experience, had introduced them ough to save himself. telepathic warning.

been made by Burns.

to follow out his policy of one The dupes retired quietly, sadder mention." quiet arrest at a time, to locate and wiser and poorer. It was a the men whom the inquisitive clever scheme, and among those covering his eagerness with a the man to break Uncle Sam's neighbours had seen going in and who fell into it were the Norrises. carefully assumed nonchalance. monopoly of the money business. out of the plant. One of them proved to be a railroad man named ont. Instead of beating a hasty haven't the slightest idea where of mystery that shrouded what but it was just a repetition of collected their scuttered faculties; that Sims has covered his tracks and he had disclosed the thing in the other cases: He was buly a and, once having realized how by working a short time in se- all its sordidness. The mysmall part of the plot, and either 'neatly they had been trimmed, veral cities and then moving on sterious counterfeiter was capturdid not know or would not tell William, the electrician, had to others. But, "-and Falby ed at least. anything that pointed toward brought his fist down on the paused in his nervous pacing up the engraver. That made four, table before Edward, the press and down, "I do know this however.

of still another member of the it; let us sting some one else." | whatever his name is. " gang. He proved to be a small It had been an inspiring From city to city Burne traced name was Eugrat. Then from day when they, too, could bunco be sought out every photo-engrava sixth member—a small manu- Their first move had been to get It was one of those apparautly facturer named Selby, who ran a a real engraver interested. Hav- bot sless tasks that only patience

little factory over in Wisconsin. backward toward the truth. He ing need had been to find some the result was foreordained. took a long step in that dir- one to finance the scheme. ection when he found that Fuerst They must have some one who returned, apparently from and Selby had put up most of the had money, some Maccenas who nowhere, on a visit home to money to finance the scheme-in would support them. They look. Detroit. From her long, wavy short, were the "promoters," the ed about, and at last hit on willow plume down to her swag-

ment had not intended to prose- Selby, one of the brothers somewhere in a good position. cute the six already caught. In remembered that, years before, Burns is not an expert in fashions, fact, they would never have spent he had had a brief criminal but he saw the possibilities of "come across" with the name few years in the penitentiary for was satisfied. It was not six and whereabouts of the clusive grand larceny. True, he had bours after her arrival that he plum pudding, a plum cake, tes, Dr. Webb replied that they engraver. As it was, most of lived a life of honour since then, was speeding up to Wisconsin them were being held merely as and had nover strayed from the The label in the suit bore the by Sir Adolph Tuck, and a letter She thought the child certainly pray to a fire or a storm work answers when God's people meet witnesses, for the Government straight path. But a threat of name of a department-store in from Sir William Treloar. The wanted more knowledge, was ever minuted of the captures would be the by's natural cupidity. He had what the Cornells' maid told a each year's fund, and the money plenty to think about, and the greatest deterrent of all to any joined the gang. future master who contemplated Fuerst and Selby, promoters of cultivating her acquaintance on taking up the trade.

often happens, were not thugs. had been pouring their money guised Teutonic voice, Barns a leopard in Domer, North of Most of them were business men, down a rat-hole, like the man in artists, artisans—men who were the table who sent one coin after ment of one of the Milwaukee which auddenly sprang on him. building on the Clyde for the respected, for the most part, another to bring the first one papers, where a new foreman of He died of blood-poisoning at the Knight Line, of Liverpool, is 19. Even the gambler stood not ill back. Nothing came back—not superior ability had just been Presidency General Hospital, ported to have been sold to the in his own fraternity.

But, as the story unfolded by Mr. Arthur B. Rosvo on au- toward the real mystery was other of Detective Bu ns' famous taken when two more men who oases. Datective Burns has mide" had been seen at the silent house

Now at last the trail was get-Three of the gang had been ting warm. For here were the was only adding another man clever pair they were, these men who would not talk, could not be who had laid the plans and had beautiful plate, the real man of trather noted counterfeiter named

The only thing to do, then, was Service. That always settled it. have overheard the Norrises tended over half a dozen States

Leonard. He also confessed, retreat in disorder, they had be can be found. All I know is seemed like a remance of crime; man, with a resounding oath; There's a girl in Detroit named The next step was leading " Now, Ed, we've been stung. Elizabeth Cornell. If you can from the others of the existence We know the game. Let's go to find her, you'll find this Sime, or

business man in Detroit, whose thought to look forward to the Elizabeth Cornell. In each city ing got the cleverest man in that and true intuition of the Gradually Burns was working line for miles around, their press. detective can accomplish. But capitalists who had backed the Fuerst in Detroit and Selby in ger new boots; she proclaim-Wisconsin as promoters. Fuerat ed But even so far the Govern- proved easily interested. As for Sims. He must be working moment in jail if they had record himself. He had spent a that trim tailor-made suit, and he was ever mindful of that engraver exposure had helped along Sel. Milwaukee. At least, that was

low finance, never reaped a pen. her Thursdays out." So far, the men cangut, as very ny in return, however. They

even a counterfeit bill. When they became rostloss, the Nor- asked thickly. Briggs book, told them that every- ing raply, thing was all right, that the final . "Vell, vill you call, or shall I step would be taken soon, that all send it—a letter for Mr. Sime at was not quite ready. They would Otto's cafe?"

counterfeiting. They began to call, actually started their "mint."

double cross on themselves. notion-store months before. They had furnished the money "R. withat," he ground out. that there is no such thing as up. Sima." landed now. The plant had be an men who had really conceived the honourlamong thieves. Howeve., raided. And yet the net result scheme in the first place. A the truth had been told to the too-or at least might have been. promoters in one particular, at He had done some remarkable least, They heard. It was not by work in his trade, was the son of made to talk, about the one got the others interested. They their usual and experted under- a minister, and never before had good for parents to drive obild the fork which I have ten it do point that interested Bulls. had received their inspiration ground method of communi-engraved anything the like of The clusive engravor of that from the widow of a previous cation, but in the newspapers. It which had canned his arrest. was the startling information that was an actual fact that, except to a man named Peters had been two or three of the makers and gang was sought as the great they had received it by the rather arrested in passing the very first utters of the counterfeits, he was menace to the integrity of the cur- peculiar process of having been one of the beautiful notes that scarcely more than a name. With were to have made the fortunes consummate cleverness, the Nor-Briggs had died, and his wife. of all of them.

there was the plate, very real and with shady designs on the cur- about him. One by one he had Never a word did Sims say.

time, to see if you can't land the peradventure. Having got their quite sure even of that. The fact means of his skill. man who made that plate," money, she got rid or them by is, Mr. Burns, the man who the progress that had already ing a letter which told that some to us. I think his name is Sims; currency, so wide in its ramione had tipped off the Secret at least, that was the name I fications that the chase had ex-

One day Elizabeth Cornell Secret Service man who had been comes from all over the world. brain good opportunities

"Hello, is this Mr Sims?" he riess, taking a leaf from the "Yes," came back the hesitat-

quarrol over the division of the A few minutes later a tall, spoils. And in their quarrel they slender young man, with light ignored the promoters altogether, sandy hair and a thoughtful, The result had been that the refined face, sidled up to the bar [Brlow will be found the second showed how great a fire the little precious plate had been taken at Otto's and asked for the letter. instalment of a short story con- old lady in the notion-store had quietly up to Bay City, where Buens, who had been impatiently tirbated to Me. Chire's Magazine quenched. A stop backward the paper, the press, the ink, and chewing a clove, edged up closer. all the other necessaries had been From his pulket he pulled the secretly gathered. There they original twenty-dollar bill that John Peters had tossed so jountily The promoters had promoted a on the counter of the "little

for their own buncoing. Which "You are under arrest. Now, no all gout to show, as Burra says, monkey business." The game is

He was a aplendid young fellow, rises had fitted him in as the a complex body One day Selby sent for Burns. main cog in the money-making

rency had often gone to her for geen the members of the gang Even after months in jail, not a It was not until another full in advice and aid. Among them arrested. It had been too much syllable in the way of confession the work of the Secret Service had been the Norris brothers, for his nerves. Who knew when could be wrung from him. He office at Washington that Burns Gertrude Briggs had taken them one of them might tell all? It remained a man of mystery to the was able to resume following the all to her heart, had given was not much that he could tell, end. Even conviction with the trail of this mysterious and inter- them all the benefit of her large but that little might be just on- eight other members of the gang (Laughter.) did not shake him. But his story capture, he seemed, if anything, each to a strange man who, she "You see," he explained, as was that of some of the greatest to get farther away instead of said, was a very skilful engraver, he paced the floor and rubbed counterfeiters that ever livednearer. It was as though he She had taken their money, and the moist palms of his hands the downfall of a clever workman had been spirited off by some then, her dupes became restless, nervously, "most of its don't who frequented a saloen where she had showed each a letter know who this engraver is, the other fellows had laid the I think this would be a good that settled the case beyond except as a name, and we're not plans for getting rich quick by increase in homework.

> And so one of the most haffling and months of time, was fcustrat-"Where is he?" asked Burns, ed. Sime learned that he was not

New Holt Steamer.

The vessel, which will he of the needed and craved. or 14 knots.

Hampers for Cripples.

Dentil After Leopard Mauling. hosithy work. A young man named William The next morning, in a dis- Roland Snith, while in search of called up the engraving depart- Bengal, was mauled by the animal

STARVED MINDS.

Why Many Children are "Unmanageable,"

At the final sitting of the con- you " Att vii., 7. hear something in short tim.

The thing appealed to Sims at ference on musical education held All of the pray; but do we be once. This must be a safe at the St. Paul's Girls School, lieve that God answers prayer?

All of the pray; but do we be a safe at the St. Paul's Girls School, lieve that God answers prayer?

Brock Green, W., Mr. Eraest Do we find expecting God to give

> discovered who were tired of the but asso he us that God answers classics and said they were played players, hear it said, I see it out, but children were never rid, "To one believes in the found expressing these opinions, Bible no edays." That statement

Fowles finally, "are the product at present a great number of of the imagination—they do pople of believing in the Bible,

in a strong plea for the lea ning I believe in the Bible, and why I, of stringed instruments and therefore, spreal to it first of all. encomble playing'

After de liaring that it was no the work hat the Bible is doing, ren to learn music if the obildren miself. did not want to learn, Dr. Buck | Theve had Bible-classes in days said the piano gave one very good by, Joth in London and in it, God put into your heart and ittle chance of doing thinks Ox ord. Deseithemen who came which one could do with stringed to those Able-classes were men instruments, as for instance in so who draft hard, men who did orchestra where one was a abit in not hold I very good name in to the human instincts implanted Orchestra Shampoo Sensation,

he got in his boyhood when as a very bad violin player, he was allowed to play second violin in his school orchestra. He described his sensations then as like "solv ciples applicantly become honest ing a chess problem and having a shampoo at the same time."

principal reason for the falling day beeffee I have seen the off in the learning of stringed in makellows sesults of the Bible's struments by girls was the in work, soft it in the parishes crease in feminine sports. Ap whore I who been working seen

remarked the Chief, recalling the simple expedient of concoct- made the plate is a mystery even attempts ever made to debase the the problem of the processors child were among the mattera raised at a meeting of the Parenta National Educational Union, give you the instances or held in connection with the cop. passages. Will remind you how ference of Educational Associations at the University of Landon.

But the Norrises were differ- "Even that I don't know. I Burns had rent asunder the veil there ought to be plenty of routine I have july read to you, said, elseping the door was burst open, and a good deal of (as it might "Ask, ave it shall be given unto and out she rushed in her little seem to grown up people) absolute you; seed, and ye shall find; nightdress, flung herself into his monotony in the life of the little knock, as it shall be opened unto arms, put her arms around his child for the sake of its nervous have known and did know, of the and said, "Oh, daddy, daddy, I am abundance of occupation, and the difficulties of prayer, of those glad to see you. I had such an more it was of the child's own difficulties which to-day men of ugly dream. I dreamt you were finding the better.

as its ancestors did, slowly as And Set Tis command to us is, and I asked God to take care of An order for a vessel, which similate knowledge from the world will be the largest constructed on around it. There was not the Corat of Scotland, has time. Life was too short who can be consulted and the prayer of that Cod heard the prayer of the Corat of Scotland, has time. Life was too short who can be consulted and the child, and that to her been received by the Caledon for the old way. Each eige Manter, we equally emphatic in he owes his life. him was lean ned the existence of by the improve i Briggs process, ing establishment, large or small. Shipbuilding and Engineering mind must think out thing calling and telling Ah, yes, God is a God who Company, of Dandes, from Messrs for itself, and have opportunities as that I war is answered. Take hears and answers prayer. The Alfred Holt and Co., of Eiverpool. for acquiring the knowledge it St Paul.

passenger" and cargo-carrying Dealing with instances of child. for nothing but in everything by only a duty, but a privilege, type, will be 470 ft, in length, ren from six to ten years of age prayer 58 ft. 4 ins, in breadth, 35 ft. 3 who were "unmanageable," Dr. thank give let your requests be time and God's way the richest ins. in depth, and of 10,000 tons Webb said the school was gen made kad unto God." carrying capacity. She will be erally blamed, but the child was supplied by the builders with probably in reality suffering from teaches to pray. What is era of individuals, of a man here, triple-expansion engines of about intellectual stervation, not from 5,000 i.h.p., designed for a speed over-repletion. The chances were of weak of to power. The cry there—how much more will He that a full diet of wholesome ides of a wild man when a stronger hear the prayers of men, women, was what what he really needed

crippled Londoners recently re- Dr. Webb advocated satisfying The wist look of some dumb hearts and voices? "If two or ceived hampers of food provided "the precocious child who asked simple with you have caught, three agree on earth as touching out of the fund organised by Sir all sorts of questions." Was there pleading as it were for anything, it shall be given them William Treloar. Each hamper not danger of over-working the

King is the first subscriber to precocious child ought to bace

New Steamer. Calcutta, leaving a young widow. Humburg-America Links. SHORT SERMON.

As sad it shall be given unkvock old it shall be opened unto

Norrises and the rest of those who by his pale. He wanted to know Fowles pleaded for a thought to a answer Let me try for a mowere doing the actual work of what had happened, He would selection of music by a tenchor. Deat of two to show you how Children were not tools, he said. Soriptor, reason, and experience Lord's Prayer over and over They wanted to know the why and all complete to teach us that we

> "Blase children," and Mr. is absoluting false. I believe that they prayed the Lord's Prayer. Dr. Percy Buck, Professor of very ablest and most leading Music at Dublin University, put people. And I will tell you why I believe the Bible because of

business. Sen who were not very reputable bat I will tell you what Dr. Buck spoke of the pleasure Isaw. I law the drunken man Alleaphair become

mab Readuilly become pure. esa the An who had no prinand dilight, trathful and trustworths. And the reading of the Bible did & this most wonderful One lady speaker said the Book, I blieve in the Bible toare still sea baing as firm and true

about prefly. Of course I cannot

must prof to a person, and that a house. Divide Proon. So prayer may be deacribed by the appeal of weakness to former in the Person of God our beher.

livation in pray, and this instinct other flags.

is called out by danger. Men who for years have not prayed pray in. a moment of danger. One of the

incidents in the loss of the great ship the Titanio, which deeply impresse i ms was this, that when some of those poor fellows were floating about in the boats. wondering whether they would be saved, they began to pray; and some of them; we are told-and They wanted to know the why and the wherefore of everything.

No Blase Children.

"They are profound analysts and deep philosophers," he described to the offer not only bide us pray, of the offer not only bide us pray, the day school or Sunday school; the day school or Sunday school; but the instinct of these men on the great Atlantic in a little frail boat, when deliverance seemed almost hopeless, was to pray; so

> Now I want you to notice this point: Who put that instinct there? God. Now God never put an instinct into a man's mind, into man's nature, but that instinct will be satisfied. Our very ideal of God's character demands that we believe Him, It would be cruel, it would be mockery for God to put an instinct into your nature and nature and mind the instinct of prayer why? Bacause He anby God Himself. Reason, then, demands: that We that God answers. because this instinct lives in each one of us, is called forth even in the most cruel times of danger. and God could never put an instinct into a man's nature and then refuse to satisfy it. I pass on the third point-experience.

Some years ago one of the great expresses was rushing through the night, and the engine driver had to get off his secure place to do something to his engine, and other reason was the tremendous it is the the of individual men, he saved himself he never knew, he saved himself he never knew, but he caught hold of something on the engine and swung himself back " again to s Now, Pla Book speaks much place of safety. When he reached home it was the early hours of the morning. He took off his hat and boots and went quietly upstairs the Lord beus Christ Himself, not to swaken his sleeping chilwho was Win God and man, who dren, and as he passed the room Dr. Helen Webb srgued that came to Med God to us, in words where his little daughter was science of men of philosophy killed on the railway, and I The modern child could not, bring for Ard. He knew them all got out of bad, and I knelt down,

writes from a prison Bible, reason, experience—all Rome And says. "Be a reful alil ke teach us that prayer is not supplication, which and brings with it in God's answers. But now this is my pass to reason, Ro and point. If God hears the pray-Ager is an appeal of a woman there, of a child animal had caught it in its and children who meet together Close upon 5,000 poor little A subsequent speaker asked it clutches bat is that but prayer? and pray to Him with united. its life hat is that but of My Father in heaven" Great a prayer on appeal of weak- are the answers given to the ness to payer? A prayer must prayers of individuals, but greater be wade to person; you cannot and—if possible—surer are the afford, of a fire or a storm, you together to worship Him in His

> Dairen Shipping. The number of vessels entered Now the is a point I want you at Dairen during January were to botice/, This instinct of prayer 180 vessels of 312,651 a decrease s gairer al, an universal that of 15,498 tons from the month man has Mon described as a crea- before. Of the total entered, ture that happe. In all countries, 148 vessels of 246,853 tons were is all a / man has retained this Japanese and 32 ships of 65,793

THE HONGKONG TELEGRAPH.

HONGKONG, SATURDAY, FEBRUARY 21, 1914."

SHEWAN, TOMES & CO.

(Continued from Page 4.) It is perfectly clear upon the outset that there is a distinction between the ordinary winding up realiestion, generally called liquidation I think, and a sele as a going concern. The distinction is so well recognised, so clearly marked that in the case of a sale as a going concern, instead of liquidating in the ordinary way, express prewers to that end must be inserted in the memorandum of association. Upon that point I would just refer yeur Lerdships to I Palmer page 306, 8th, edit on. (Cine quoted). "

The Chief Justice: Tao can "of a joint stock Company ?.

Mr. Sharp: Yes, my Lord Then there is a case citied in the Court below-I am not sure whether Mr. Slade did-Syers v Syers, 1 Appeal Cases, 174, which emphasises in the judgment the same point. (Case quoted).

A distinction is clearly made there again' between the sale of the assets and the sale of the concern as a going concern. I would sale as a going concern. And in working it out I won't trouble. your Lordships with figures in the sense that they are to le taken as finally correct, as they would be found by an auditor: will demonstrate how unequally their construction would work. setual situation would be that more than the liabilities; but, if figures. there was a fall of 'en or fifteen | The Obief Justice: I remember per cent: there would again be a at that time... deficit.

when?

was made.

the Court would not be able to which curlously erough is the

make the order?

understand that as a matter of will which coincidently is three ciation of ten or twelve per cent. der to show a very heavy diff-et we should have an actual deficit. the goodwill was dragged in the If your Lordships did fix the provious year to artificially supupset price-I am speaking now port the balance sheet. Now practically - your Lordships shall not ask your Lordships to would be at an absolute loss as to digest many of these figures. To how to fix it. If you had to fix it, show the figures in the propose! you would not know where to put by the appreciation of the assets the figure. It must have some the same result, roughly speaking regard to the accertained value of is attained, as on the 1912 balthe assets which would have to be ance sheet, with the aid of the ascertained for the purpose of goodwill, the assets have appre-reaching that upset price. Sup-ciated. The appreciation is diposing they had depreciated ten vided between the partners and per cent. - which is nothing in the the result is, roughly spealing, Far East-would your Lordebips the same in the 1912 bilance then fix it? No, you could not do sheet so far as the credit of the such a thing. If your Lordships partners is concorned without the put it at a high figure there would aid of the goodwill. That is to by the Chamber of Commerces for million odd on the table and Mr. as against Mr. Shewan but it too low, I should say that figures in Mr. Showan's affidavit which ever partner is in the posi- an read by the other side on the tion to make a high cash bid-8th. October 1913 -taking those and it runs to a very high figure, figures; they would now have to \$1,700.000 being mentioned be modified in view of this appre--the result would be that the ciation, very largely. My friend partner who could not provide Mr. Alabaster related to parathis very large amount of cath has graph 5, 8th. O tober, 1913. lost his interest. We submit, The Chief Justine: What page? upent price at all, as it would be

forcing a new contract upon

Mr. Sharp. Take the figures The President: - You mean for hypothetical purposes; take them as hypothetical figures-Mr. Sharp:—From to day— 1912 account. At that time as from the last time any valuation we have seen from Mr. Wilkinson's letter it required the arti-The President :- And therefore ficial support of the goodwill заme figure \$400,000, и more Mr. Sharp :- That is so. We coincidence of figures; the good-

Mr. Jonkin :- Page 10.

can only assume that Mr. Tomes is standing to the credit of these Tomes would gain-Mr. Shewan get more than what I have imp. I have been indicating. My made if your Lordships should though, as a matter of fact, his tion of three lakhs. I refer your have avoided detailed figures as interest in the goodwill. \$100,000 -that was \$250,000 of the 24th. September and Mr. would have to be got from an ac- will land gone? which I am now submitting to Lordships would not do it having

be the amount of the liabilities how could, he would get the there is the reply to Mr. Wilkin- cluded that in the balance. Lord-hip dealt with on Page 5 of for the upset price, Now this recurity read). The balance sidered goodwill.

the purples of all three sitting Shewan is not in that happy The President: You offered and there are only two bidders, not adopt Chitty's language etc. with the Chief Justice. Then it position. I can only assume this a higher sum than indicated?—Mr. Shewan is out of it and your. Mr. Sharp:—That is appeking

which was given in the past, certainly Mr. Shewan is not does not enable him to put down have offered Mr. Tomes \$80,000 The Puisne Judge in Mr. She

the partuers, which can only be Mr. Sharp :- With regard to not get a cent. That is working stands clear briefly in circum than the figure just in licated for ance for the difference between

this sort. Now Mr. Shewan speci- time had reached \$250,000 depreciation of the a-sats, that ever it may be, in the goodwill as anyhody else, the purchaser of Mr. Sharp:-I do not think fically says he cannot. What, Mr. Wilkinson replied to this is so usily realisation of these well

notes Mr. Slade put the position might be and he puts them at a would to a little difficult for your day. There would be after pay projosed sale, my Lorden as a go. I would refer your Lorden as a see merely here to to the Chief Justice, and that very high figure—he would not be Lurdehips, but I am not going to ment of the debts an amount of ing condern at an up et price. It Mr. Wilkinson's letter of the 8th. construe this document. But position was dealt with in the able to make anything like a cash crouble your with it unless to two or three lakes, I am not able your Lordships should assume of August last, which was cited your Lordships may take it judgment. The position was that bid of \$1,700,000. The figure I m ke you awars of there being to say exactly, we say con- the responsibility of fixing this in Chamber I am told over and as a general proposition that the Court should order as between an adhering to is, of course, the court should order as between an adhering to is, of course, the length of the the partners that the upset their figure. Therefore, upon the month in a moment, and Shewen I submit that that that the upset clear in that letter of Mr. Wilkin- partners it must be for the

price, the minimum price, should assumption that Mr. Tomes some- follows! of the mitter. Then the two or three lakes are in- price must be upon a very dif- son's that a private auction was benefit of oreditors because the

your judgment. But I submit money would be straightway ex covered by substantial guarantees Mr Sharp: Naturally they can be heard. Well, that your Lordships cannot do it, hausted in the payment of the of the sums. They say later that sidered good will-there has Lean include—and I submit I shall the only bidders. It is on My Lords, upon this general your Lordshirs cannot fix the up- lebra, leaving, of course, nothing Mr. Tomes is prevared to accept none. This appreciation of assets show your Lordships on our own page 43 of the Chief Justice's principle which, so far as I can set price. And that point will to pay any cush balance standing the figure. I don't suggest that is expressly exculsive of the aphecome clearer when I ask your to Mr. Shewau's credit or any the figure is absolutely correct—
preciation of the goodwill. This because we affect more than speaking of the kind of sale connll the cases have been decided— Lordships' consideration of the surplus of which, of course, he it is accepted by Mr. Tomes and tangible asset, the shares which they did—it must include (b) templated said it should be a cash that the Court will not in any figures. Supposing the market claims his half as well. He would this upon the appreciation of that have appreciated. The actual the amount standing in the books suction. It is quite clear that event order this particular mode price of these shares—it is get nothing in respect of all these data—\$150,000. It was ultim result was exhippothesi two or to the partners credit, apart from the procedure contemplated was of sale unless entisfied that it is common ground that they are interests and nothing in respect stely taken over pariods, the three lakks this is apart from the ground of (a) that if should be an auction at in the interests of both parties holding shares—fell something of the goodwill if the property calculation is three lakhe in total, goodwill of course. Mr Tomes was \$1,700,000 and (b) is about which practically only the I would refer your Lordships to like ten or twelve per cent, the was based on this upset price, therefore your Lordships have \$175,000, we ad- two lakes. And it must include two partners were to be present. Lindley 676 of the present ed-Mr Sharp: Three lakes is the deal with the appreciation of the mittedly have \$150,000, whilst (c) the value of the goodwill as I do not suggest that if any out- ition, 1912. Your Lordships will there would be a deficit. At round figure since the last bal- assets of something like three Mr Shewan would have \$25,000, agreed—shout three lakes, which sider offered to give more he was that you have to be satisfied present there is none; the assets ance she at of 1912. There ap. lak'rs. Therefore for this up at being the balance. Mr Tomes is we have offered to pay from the would be excluded, but one or that the mode of sale proposed are worth something substantially pears to be a little question of prece of \$1,700,00) approximate shown as gotting \$175,000 and tart—and (d) it must include, of other of the partners was to be and opposed is a mode of sale amount, of the debts and lai- Mr Shewan \$25,000, this is apart course, under the valuation such the buyer. bil ties. Mr. Tomes would get from goodwill. Therefore under a sats as are not included in the My Lords, a result of this practic -not only one. I would also refer not only the whole of this appress the surplus, there is a consider- balance-sheet; that is our righ a cally restricted market, in view of you to a case which Mr. Alabaster ciation of the amount standing to able surplus, we cannot age-riain under various contracts. It must the fact that one of the two parts quoted, that of Taylor v. Neate,

no we show our estimations of the hypothesis. As well as his good- would be obtained.

shows we assume the value of on the books. He has got nothing important matter of the upset fore, my I ords, the result is that the arguments of my friend fail, the excess worth half \$330,000 in respect to the surplus because price, your Lordships are obliged your Lordships are caked to Mr Sharp:-Mr Potier said he for Mr. Tomes' interest in the he did not have \$1,700,000 in to do it upon such a basis as order a sale on a market which I did not distinguish very much beexcess. Excluding rent we have his pocket to pay, or to lay on the taking a fair valuation of the just now spoke of as being re- tween the just nere. \$330,030 of a balance. We offer- table he had to let his interest go actual goodwill. There is an stricted to two bidders, but on a Mr Potter -I did ed \$330,000, payable \$180,000 for, leas than it was worth. Now other way of looking at the same market which I could more truth. Mr Sharp :- I did not read the down, cash, and the balance over Mr Shewan's interest, rights as a point which I think is equally fully speak of as restricted to one judgment the Chief Justice bad. a period which they tnemselves partner, were rights which were important. Inasmuch as Mr. bidder, and your Lordships are Mr. Potter says they were not anggested should be six years sect actually vested at the time of the Shewan has in fact offered to asked to fix an upset price which doubt with in the judgment. I ured I say, to the suisfaction of discolution and those rights, can take over Mr. Tomes' share at an he alone can bid. It will there did not gather the Chief Justice Mr. Stabb of the Hougkong Book not be I submit, your Lordsnips, an actually higher figure than fore be that your Lordships are reparately considered it was unor the manager of the Chartered ignored because if it be true Me this, we submit that your Lord- fixing the actual price of this necessary in view of his decision Bank or a gent'eman appointed Tomes is able to put this one ships could not in view of that, business. If we go into figures as to the clauses,

was reduced from three lakha to from the proposal coming from two millions? two lakbs. That is how we have the other side. I am asking you Mr. Sharp:—Your Lordships business shall be sold at a figure passage does not seem specially practically estimated cur value to assume this, it is the absol- will understand that the taking fixed by yourselves which we tell directed to the interest of Mr. of the sevelus of these assists over utely vested rights of Mr. Shewan over partner does not put down your Lordships beforehind we Shewan; that is what I am now the liabilities. We have offered as partner, vested on the dissolu- cash for the liabilities because the cannot offer, although we have orguing. It cannot possibly be, them that much for their in erest. tion and are rights which your parchasing partner takes offeed considerably more for Mr. but it might be in the interests of On this hypothesis, if Mr. Shewan Lardships cannot ignore and you over the liabilities. Supposing Tomes interest that he has field Mr Tomes, not in the interest of con'd not efford \$1,700,000 cash, cannot allow Mr. Shewan to lose for the sake of argu- for ours. The difference between Mr Shewan. This mode of safe I spenking practically as well as Mr. Sharp: I don't know be- which is what they sak, then he because if that is the case, Mr. Shewan has only the last offer, after making am now putting is not to the inequitably, that your Lordships cause our copy is not the same as would get but the upage price Tomes is able to make this bid, \$320,000 cash in his picket, but all allowances, is \$80,000. We terest of Mr Shewan.

therefore, and Mr. Shewan would this connection the principle in fact offer considerably more and that is after making allow-

assume that as Mr. Tomes' counsel for it. I don't think we need Er hypothesi, no one wuld say independent as to whether it is different market from this more or all the partners if there are made this proposal, in some way consider the matter to give us what would be produced after comprised in clause 15 or not, extensive and wider market, many, in which we are not able to ex \$280,000 altogether. But the the debte and the liabilities had You know in our construction Mr It has been common ground that The Chief Justice: - How plain to your Lordships, that he point is that Mr. Descon's letter been paid. So from two to three Shewan would get not only what as the goodwill is of an much about the creditors? How do but I will put some figures which was able to make a cash bid of states that the appreciation at that lake a surplus, that is the recent I indicated, but his interest, what greater value to the partners than they come in?

ferent basis to the one suggested suggested. That was before the partners cannot get anything unof the firm. That proposal your business lock, stock and buriel son page? (letter re cash and buriel son page?) The President: And they con- by the appellants. I submit that setion commenced. It was to be til the credit re are paid. Otherit must be an upset price includ- a private auction in which "our wise I do not think that the the cred taccount of the partners, how much without an accountant include all these things. The gers constituting this limited 29 Chancery Division 535. / It but he would get of course the -it would be equally divided others come to \$2,300,000, and market-Mr Shewan-has not for was a case cited below but not goodwill plus any further appress between them. That is C. and that is of course plus whatever a the moment sufficient cash at his upon the particular point I am ciation from any outstanding or D, e.ch. partner would valuer might fin I was the approx- command to make this very high on now, that the mode of sale any undervatued assets which, it retain his right to the imate value of our interests un- bid contemplated, would be that must be for the benefit of all is common ground there were unsild goodwill. I will der the various contracts which the other partner would presum- parties, not one. I would also Bundries e.c. Becues we have deal with that under the agree- the film has. It is difficult to ably get the surplus of the assets refer your Lordships to a case my

> which is wirth at least \$330,000 in this appreciation—havis a ships do assume the responsibility Shewan frankly says he could I am arguing here that it is or we would not have off ed director and has got nothing of which I don't think your Lord- not put up this sum in the neight not to the interests of Mr. Shewan. \$330,000, more than this. hat which stands to his credit ships can, of fixing this very bourhood of two millions. Where- If you accept that view, then

On page 17 of the Chief Justice's ever the actual value of the assets letter (quoted). I am conscious it shares at the market price of this would in fact be one of the parties. with them. I think your Lord-

not \$1,700,000 in our pockets to ment with the authority of cases say what the figure might be, and grotwill at far less than friend did not quote-Ornwshay pay to them, although we believe because this question has get to but it would be well over the their real value because we could said Maule in Swanston 495. the property as our offerest ow - be dealt with in that w.w. Each \$2,300,000. Or if the balance- not go in for these very high bids. Mr. Alabaster: - The Chief sect: there has been no substantial laking also, to produce anything to \$350,000 for Mr. Tomes' she re Mr. Shewan is sin a totally of the last belance-sheet, bringing put down cash to this amount, I can gather, that it would be for have offered that different position under the first in the goodwill, the same result though we have made a far the benefit of all parties that it higher off r for their interest than should be sold as a going concern. actual value of this business will, he has as well his in erest S: I submit that if your Lords they have made for ours. Mr. Sharp: Well, my Lords,

Lordships are directing that the generally my Lord. Lithink that

dote by agreement, and that this I say Mr. Shewan says record- out that particular proposal. If s'ances such as these he has a lien Mr. Tomes' share, and we submit the partners' drawings. And would bring us back to the old jug to the last balance sheet, 31st, you wish to guard against this on the whole of assets for his in that if your Lordships assume the that although the property was negotiations for a price at December 1912, there was stind- by playing about with the upset terest, and he has a lien on the responsibility of fixing this upset admitted in Chambers to have which one shall take it over ing to the credit of the above-price, and if you fix it at \$1.700, surplus assets for what is due to price—which I don't think your appreciated in the neighbour-low, my Lords, for the purposes usued plaintiff one hundred and 000 and it is taken over by Mr. himself, and your Lordships have the jurisdiction bood of three lakes. My Lords, f further examination I will fifty five thousand dollars odd etc." Tomes, your Lordships have fixed not make any order, I submit, to do you could not reasonably the argument i bave just sub. adopt Mr. S'ade's figure, which will prejudice this vested fix the utest price at any figure, which will prejudice this vested fix the utest price at any figure, which will prejudice this vested fix the utest price at any figure, which will prejudice this vested fix the utest price at any figure, and the deline away unconsciously into the third point, which is a matter of vested lien he has absolutely in than what he offered and is prefind it on page Liof the Chief ground as to the increase of ally speak of either of the partners lien on the payment of the debts pared to give. He has actually equity - the point that your Justice's notes, and I have no \$150,000 by increase of interest I only use Mr. Shewan because 1 and what is due to him. offered \$330,000, which is plus Lordships, under the principles reason to think that is a bubit n. it was \$125,000 and now it is one represent him - even if Mr. The President: And after that the \$1,700,000 debt, which he of the laid down cases, could is ly inaccorate figure. It is hundred and fifty thousand odd Shewan could raise in cash this each personally will enjoy a half would take over in that event, not exercise what is asked. I am up et price of \$1,700,000 to lay share of the undivided amount. That would be \$2,210,000 about. Supposing your Lordships held using round figures now my Lord, on the table, plus anything up to Mr. Sharp: That is the first I did not suggest taking that that it would be quite proper to proposal we presume that Mr. the appreciation of assets is about \$150,000 more, the result would part of my argument, as I under figure, because my submission is have a sale which would include Tomes sees his way to make this \$325,000 to-day without good- be just the same in the case of stand of if it is sold as a going that your Lordships cannot fix the goodwill—if I am right on bid, but I am prepared to say that will placed at \$150,000, M. the sale if Mr. T mes could concern the goodwill is sold at the upset price at all, but if your the first point, none of the later certainly no bids made at present Shewan takes \$175,000 and Mr. out bid him; that is to say that hypothesi. Of course under our Lior ships did assume the re points arise. That is quite clear, throw any light as to how he find- Tome: \$125,000. The balance Mr. Shewan would get nothing, construction goodwill was out sponsibility it could not be at a My third point is that notwithhimself able to make such a bid. I sheet to day shows these amounts Mr. Shewan would lose and Mr. shewan would lower figures as standing all the points I. have to position to bid the \$1,700,000, partners as regards the apprecis- would not get a cont. I hope to lie ted plus, half share of the Lords, there is another point consider that you had power to closely related to this which may direct this sale as a going conlast offer for our share was only Lordships to Mr. Descon's letter far as | can, but these figures | The President: If the good throw further light upon the point cern—then I submit that your less the admitted difference be- Wilkinson's letter of the 26th. countant if you are giving precise Mr. Sharp: I am not now deal- your Lendthips. It is that: that regard to the principles which tween the two partners, drawings September in page one of your issue on them. They were before ing with the goodwill, my open clause 15 does not contemplate a are laid down in the authorities. of \$150,000 each, which would Lordship's file (Mr. D acon's letter the Chief Justice. I have been ing was whether goodwill was market restricted entirely to the And the principle underlying leave \$100 000 to be paid in cust, restownesson the matter, quated). dealing with their contention of included in claus 15 or not. My bids of the two partners. That is these principles is that the Court ask your Lordships to consider At present that offer is with on this date the appreciation was the appreciation was the appreciation is that it could be dealt to say that the division of the will not, where it has jurisdiction, the working out of their proposed them; it is now about three This is not open. The profiles with in this way, and as shown profits between them clearly direct a sale as a going o moern. posal is that the apset price should lake. He is there prepared to would be satisfied. On or c n- has not been assailed. I shall give indicates that the draftsman does unless it appears that such a he at least \$1,700,000, and we give us so and so contemplate an altogether sale will benefit both the partners

the business as a going concern your Lordships have any concern which will henefit all the parties

which Mr. Shewan cannot reach The President I regret I can-

There would be nothing lest Your Lordships will remember in this \$1,700,000. But he might more than his last offer to us, wan or the party whoses her fact than a today po seroscorided

to be worth more than the pre- set price. vious offers. What I am arguing Mr. Sharp :- That is what I is this: It is prejudical to the argued. venient to take it to-morrow- yesterday. hour.

.. The President very well. Friday.

gest-that would be payment for he had in mind was five lakhs.

my Lord, that was the upset price | misenderstand you. mentioned in Chambers, I have point that it is not, ..

wide of the mark. Mr. Sharp:—It is not our price.

suggestion.

Mr. Sharp :- Oh no, my Lord. | business as a going concern. ns, I was only quoting it.

we have power to fix it.

avould not be a proper basis. But position. not in your Lordships' jurisdiction to take back in cash?

matters in Chambers Mr Shewan only way in which this can be ment. What in prictice would cite this? offered some six and a half sold as a going concern is by happen really would be this. lakhs-\$330,000 for the whole somebody coming forward and Supplied the figures here, two terday. business:

Mr Sharp :- Less the \$150;- Mr. Sharp :- Certainly, if that eighty thougand agents. We have

offered by Mr Shewan. A smaller the fatal stumbling block, eam, I think, has been offered by The President :- "The

Mr Tomes. than theirs.

be \$80,000 less? So the value of got the assets they will wipe off tions coming in a disconnected would probably be somewhere the debts. between the two figures—at any Mr. Snarp:—The debts would The President:—That is pracrate in that neighbourhood.

be a rather reckless assumption the outgoing partner on the basis Mr. Sharp; Your Lordship has that the offers would be more of the previous clauses. than the value.

Probably a little more than five debts?

Mr Sharp:—Or whichever of the lakhs—somewhere latween the of the capital necessary for the proportion to eighteen lakhe, and consequence and let the thing go way, eighteen lakhe mot in before his eyes and showing it any conceivable way by the up-

I am getting really upon my third adopt your construction of article

to understand your position about material for the purposes of the value of the assets. this seventeen or eighteen lakbs, argument whether your Lordship. Mr. Sharp. So it is quite clear, already produced \$185,000 cash Mr. Tomes—oither partner to our favour. I have assumed you a year in the limited market here. I cannot see myself that the value hold that clause 15, the sale as a semistantial as \$1,700, from his peaket, supposing he carry on the business without being with us it would throw with these enormous blocks of of the liabilities is any more than going concern, would not 000 was qualified to realise this, could get \$1,500,000 from the any restrictions; cave under them back to make an arrangem- shares in the various Companies

The President :- No.

that the suggestion is entirely Lordship to mean five lakhs, plus was taking over those would be no sale at no day's market price event of the goodwill being sold, would be an arrangement. the debts, as a conceivable upest question of the debts. We would realise ex hypothesi two and he would be carrying on the It has been said that the go-po surprised if such a liquidation

ship has missed a very important have a similar basis in other oc- He has an actual vested night Lordship other references—page expose the late partner to liability. The President:—My learned item—debts and liabilities. In casions of retirement. It is vested on the dissolution if not 9, a cond edition the marginal (Case quoted). The decision called a liquidation, and a realisabrother tells me it was a matter the case of one partner taking over quite clear the value would be before, an actual yested right note is consistent with a which came up at the end, but the liabilities they are not paid already considered in the assets." under any circumstances it seems for; he takes them over and ment referred to there. The first actual vested right, and as se a going concern. Mr. Shewan firm name and goodwill, the to me a very impracticable way of gives the retiring partner an in- sum is the arrangement specified I put it to your Lordships ye lier- would be in a very different pos- Court said, they were entitled to new matters, either "party would dealing with the upset price, if demnity. There is this, fundam. in defail with regard to the disental difference between the sale solution in the five preceding right, the same thing, but in law than the position he would be in tenacts in common of the assets, not be stopped? Mr. Sharp: -1, have strongly of the whole concern and the tak, paragraphs. Now under no put it so. What I say is that ing over by one partner on 're- clause would the debts he paid is not the construction which disement—that if the business is at all if clause 15 permits of a would guide the Court did it sold as a going concern the price sale as a going concern; there come to fix it. I strongly put would be first the debts and then must be complete realization of The Chief Justice: -I think it liabilities? By this means you and the assets will suffice to do arose in reply to a question of would arrive at it. If, one part- it, but if merely the share of one mine, I said to Mr. Slade "Sup- ner is buying the share of the partner is to be put up the proposing I arrive at the conclusion other, one partner is taking over ceads will not do. This is one after on the surplus assets for in business in Hongkong as a not use the old firm name. As to of our broad proposition here toorder a sale as a going concern", these debts which are left out of of the many arguments in favour payment of whatever is due to merchant, he must not use the firm name, having regard to that your Lordships cannot make and I asked him what are your the calculation except so far as of our contention of clause 15. proposals for carrying out the the buying partner would refer to It involves what Palmer calls no method?" And he said "It is them. So Mr. Tomes buying distinction is sale as a going counecessary to appoint a receiver" from Mr. Shewan would not be-cern and ordinary liquidation. and then he made these suggest gin by paying \$1,700,000 for the The Chief Justice:-That debts, or half of it, his the point—liquidation a cording Mr. Sharp :- I am entirely with share of the debts. That to clause 15 is based pretty closeyour Lordships. Naturally, my would be turned over and all ly to the Act. Lords, when I dealt with the the retiring partner would Mr Sharp :- I poin ed out yesquestion of an upant price I dealt pay is the value of the share in terday the distinction between the with it on the basis of Mr. Slade's excess of that. So a considerably two. I trink it is a long form Euggestion as the only busis which small smount of money would going back to before the Act. Of has been suggested, and I have pass. Take the onse of a stranger, course your Lordships know the

asked your Lordships' attention tion is that the debts have to be ships 13 mission I am not going yesterday to the various bases actually paid. If between part- back to that point, My Lords which occurred to me as being ners, they may enter into some will take up the thread possible for the fixing of this friendly arrangement and the out- my argument where I dropped it others were practically impossible, with whatever security is given. my third point.

paying the debts?

000 difference between the two is to apply under clause 15. Look two millions. at clause 15. The first require-The President: But for the ment of clause 15 is that the debte purpose I was going to say some are actually paid. Therefore a and eighty thousand, Someone figure which apparently now is sum must be produced upon a is got to buy. Very well you about \$500,000 roughly—it may sale as a going concern which will must, show two millions. If he be a few lakks more or less is actually pay the debts. That is possesses one hundred and eighty

perty and effects shall by realised lions and the wholematter would Mr. Sharp :- The difference and the proceeds applied first in be arranged in no time. He between the offers is \$80,000. the payment of liabilities". The would have the use of the money Our last offer in \$80,0 10 more property and effects we have during a short time in order to admitted in the neighbourhood of clear off the debts, The President:—You say yours two millions. The first thing is Mr. Sharp:—May I answer is five lakhe and theirs would to get in all the effects, which are that question; it is alittle difficult

not be wiped off if the continuing lically what I presume would Mr. Sharp :- I think it would partner purchased the share of happen.

The President:—It would pro- on a sub sea going concern to able to horrow money 's enable bably be between—somewhere a stranger her to put down in the him to make this bid, and so my between-four and five lakhs. first instance the amount of the Lord for this reason if you are

falls under claure 15, it is clearly mu-t be paid

annets must be realised. The President: -Mr. Sharp, it. My second answer is, if it less, Mr. Tomes would get the not get more than seventy-live ner?

part of the matters that would be be in compliance with the terms, at any rate the value, the market bank and \$180,000 we had laid the old firm name. There is a ent under 15; to make an ar- which this firm holds. So if it taken into consideration in fixing. And that applies whether price of these shares, something on the table, he could therefore restriction which hardly amounts rangement, and that would came to an actual liquidation it to upset price or the actual value, year Lordships hold goodwill or su ely beyond \$1,700,000. It produce \$1,600,000. That does not be an actual value of your order, would take a reasonable time. of this partnership business. I not. What happens to it is not evidence, not disputed, not get near the debts or cases such as this. On the other You would dismiss the appeal, Then there is the necessary notice mesh supposing you say the eighteen lakhs—

teen lakhs— Mr. Sharp:—That is roughly. friend Mr. Potter understood your at the beginning of the year. We market prices. I don't say on a similar business, but cau- ent with the partners, The President :- Do you sug. Lordship to say the upset price have it admitted assets worth on there is going to be a further not do it in the name of the old. The President: Supposing posing a liquidation does take the present market price close on appreciation—an actual sale of firm because the goldwill in you don't come to an arrange place, such big blocks of shares two millions and a stranger there shares on to-day's market cluded in the old film has been ment then? Mr. Sharp:—I can only say, Mr. Sharp:—Inen I did not would have to give somewhere in prices would realise two million sold. He cannot trade under the Mr. Sharp: I hope it will not morrow. In liquidations they the neighbourhood of that amount ex hypothesi, which Mr. Shewan old firm name in any way that come to that. The President:—I arrived at and then that money, proceeds of could not produce if he did bore is calculated to give the ime. The President: We must unnever suggested any upset price that sum of five Lakhs is order the sale would have to be devoted row to make this bid. There are pression he is the old firm derstand what will happen if no would obviate all question of is within your Luciships juris to show that eighteen lakks was to the actual payment of debts, two-thirds or thre a-quarters at the when he is not. He cannot arrangement is come to. diction at all, I strongly take the an absurd figure. I am express not giving an indemnity or an very curside. It doesn't even canvas the customers of the old Mr. Sharp: I do not think undertaking, but actual payment reach the debts to my nothing of 6 m-a very important restriction it is conceivable no attangement looked at yesterday it might take The President: -It seems to me Mr. Sharp: -I am taking your of debte, and if one partner being left over to divide. The in a case like this -that is in the would eventuate. We hope there eighteen months. refer to the other clause millions; and my Lords you wil! business under a veriety of res- will would be left over to the as this could be put through in The President:-No, I say the which we say did not specific recollect the position of Mr. trictions dealt with in the case. partners in this way. I would eighteen months. There are cur-The President:—You are the upset price would be something cally relate to a dissolution by Shewan—I should put the pos- This matter is dealt with by refer your Lordships to the case rent contracts for work which I only person to put it in this Court. approaching the value of the notice, but which is a clear ition of Mr. Tomes in the same Lindley, shortly and clearly, on of Burc all and Wilde, 1900, I understand would take a conand amicable arrangement refer. way if I had to do -Their position pages 503 and 509 of the present Chancery 551, a Court of Appeal siderable time. When I say It was made in Chaml re, not by Mr. Sharp :- But your Lord- red to in clause 15 and would is identical. The position is this. edition. And I will give your case, which shows that you cannot realisation I don't mean a forced the extent of the assets except the as its to enable it to bardone,

satisfied your Lordships that that where we have just the same history of the Act. Sir trederick Pollack drafted that act. That is argued generally that it was The President: -If he is going neither here nor the e. I pointed out the difference batween the

The President: -So far as The President: - You say the The President: -Wait a momillions and one hundred and

Mr Sharp :- R nighty.

The President :- It is a hundred thousand he would go to the .pro- bank and show he had two mil-

going to make an order on these

Mr. Sharp:—Undoubtedly, my grounds—I don't think my Lords ciples laid down in the cases I they would deal with it would Mr. Potter, I see, uses the figure two partners not having command two." Of course, that is out of all Lord. If a sale as a going concern you will venture to de your Lordships, authori- depend on either an arrangement three lakes. The excess of assets look at the nature of the assets to ties, and I say arguing on these come to with one another in the would be between two and hree; bids contemplated must suffer in therefore, puting it in a practical provided that first of all they are there to the un- authorities what respect Mr. matter, we hope it can be amount and there is usual extent. The extent there Shewan would be worse off under divided or the natural division the further appreciation si ce that "The President: -First of all is a large extent. When a large their construction than over that would take place one part colculation was made. It would merchant applied to the banks for and most important was another adhering to one partner and the be a considerable amount. He Mr. Sharp:—Well, of course. a lyances he took his realisable heading though in similar words, other adhering to to the other, an would have these assets of The assets are worth in the shares contracts showing their in- in which Mr. Shewan would be obviously amicable acrangement enormous value on his hands and interests of Mr. Shewan, that's all. The President: -Supposing we neighbourhood of two millions, terests in common contract—take the oser under their construction, if it come to this point, which we the goodwill. There is no quesgiving a hpyothetical figure. The them as realisable shares. It That is to say the goodwill was hope it won't, would be most retion it is valuable to each one. and last point. I am not sure 15, what becomes of the goodwill? assets—the tangible, ultimately not good security for a loan not sold—in answer to your quest ascnable. that it would not be more cen- I foreshadowed that question realisable nesets—are worth in of as much as seventy live per- tion—then Mr. Shewan, and when I had Uhief Justice: What about wan's position upon current con the neighbourhood of two millions. cent, the usual" percentages we I say Mr. Shewan, I mean of the order of the Court? There is no question of me not Mr. Sharp .—My answer is very If it is clearer in your Lordships' are accustomed to ju this Court, course both, Mr. Shewan would be The President: You would dis- misapprehension. Evidently your finishing I will finish in half an short. Upon my argument we mind, consider the case of a two-thirds and three-quarters, entitled to carry on the same miss the appeal my Lord, no fur- Lordships consider that a realisasay goodwill is not included, stranger. He would give pre- Let us assume, a reakless assume- business without any restriction ther order is wanted. Our first answer to your Lard sumably somewhere in the neigh- tion unyone went to bid for this, whatever—there is a semblance ship's question is, as clause 15 bourhood of two millions to get practically cash on the table of a restriction which I made, simply a matter of arrang. thought will show that such a The hearing was resumed on does not include goodwill I shall these assets. It is to be presumed or so secured as it is in will refer to in a momenty ement, show you what would happen to that if he was bidding and did somewhat the same position, could The President:—Either part- Mr. Sharp: It would throw the would essentially take time in a

setually a lieu on the dissolution if he still remained entitled to se Each partner is entitled to which is regarded by Lindley as much of the goodwill as he enjoy . the a lien on the whole of the agests etained. on the discolution for the payment. Mr. Potter: Page 477, my volve his late partner. There is new "contracts. That is if they of debts, actual payment of debts, Lord. no a rangement. It is in a dis- Mr. Sharp (after quoting above also refer your Lordships to Chut. My Lords, I am reminded that I

no more make an order to pie- must not canvas the old custome's stand it is for the partners to judice, that lien, then you can and he is carrying on business consider that. I both choose to make an order which would per- under great restrictions. I am carry on their proper firm name judice, in other words, Mr. now dealing with after the bus- would be the partner's name-Shewan's vested rights on these iners is sold Mr. Shewan may Tomes or Shewan "late Shewan ussets vested in the dissolution. carry on under these dis- Tomes and Company". You cannot make any order to abilities. I will refer you would be perfectly entitled to do the Siamese forests has been

getting the money and leaving Mr. Alabater referred to in Burchall's case. the Judge's Chambers with that his opening and it practically sets __ The Chief Justice :- "Shewan pany's forest and was five wah by money in his pocket. First there- out, the same side of the law. Tomes and Company, No. 1 twenty seven kam. It was one of fure in the surplus ages she has "Where the goodwill is sold the and No. 2"? a lieu on the and ste and you can- the partner seeling is not entitled Mr. Sharp :- I am afraid that duty station at Paknampoh withnot deprive him of that lien, to canvas i d the like." Trego would not clearly show whether out paying royalty. The unwieldy to fix the upset price at all, and I Mr. Sharp:—The first condi- two yesterday. With your Lord- And so I would refer your Lord- and Hunt, I think, it is a House Mr. Shewan or Mr. Tomes was or log floated down on the top of a ships to the passage in Lindley of Lords case, is an epted as the was not liable? But if they u. id rise and went right through Pakwhich the President might have leading cars on the subject. The the partner's name "late Shewan nampoh. Those circumstances of in Shanghai. I have given 413 indement was delivered by Lord Tomes and Company" the con- were wired to Bangkok, and the Precedents edition. The last Herschell-1896 Appeal Cases tinuity would be emphasized then manager of the Company, figure. I submit that all the going partner may be content vesterday. I was just beginning edition previous being the page 7, House of Lords. Lord and it would be made quite clear Capt. Guldberg, sent up a steam The President: When did you of course as is laid down in departed. Mr. Poster reminds me log was presented to His late

gaventh edition 387 and 388 Mr. Shorp: I think I did yes- refer your Lordships to the specific with here, your Lordships have found to be unsound. The President: I just want to dealt with in this, my Lird. pen to the goodwill. It is perfectly comes from the Klong Klung

order to make a note. Mr Sharp : If your Lordships course. will permit me, in answer to your The President :- What page? | would remain entitled to carry on It was approximately eight wah question-it is the present edition Mr. Sharp: I'am now reading the business as indicated in Bur- by twenty three kam, and had to of Lindley 413. Eighth edition of ferm page 25; I will give you chall's case, as the old firm, mere- be cut in two before it could be the edition in Hongkoug which the judgments, they are not very ly using some style to show that moved. The two logs were then you have access to 387. The lan-long (Macnaughton quoted.) the other partner does not remain, respectively 24 and 26 feet long, guage I think is identical, (quoted). That is laying down in very They would remain entitled to 5ft. 6ins. and 5ft. 41ins. wide, That is looking at the general picturesque language. I think carry on the business if they chose and 1ft. 5ins. and 1ft. 6ins. in assets for the actual payment of the law is just now established. to do so. his lien on the surplus of the Now my Lords that is the posi- They President :- They would desire to obtain a plank not less assets for the payment to bimself tion if the business is sold as a each be entitled to use the old firm than 1½ inches in thickness fifteen of whatever may be due to him as going concern over Mr. Shewan's name? sbare of the surplus as its. I am head. That is to say, if your a Mr. Sharp:—Certainly. obliged to your Lordship for Lordships consider goodwill is The President:-That is what up into a dining table. Either asking me the equestions. Now included in clause 15 and further it comes to? my Lord, both my fiend and I consider in spite of all we have Mr. Sharp: -Yes; that is as to the required measurements. The will finish this morning; we think said, your Lordships are justified goodwill. They would each have logs have been roughly trimmed our case will close this morning in making the order asked for, a share of the assets and Mr. and squared, and are sound. -we hold so. I was dealing That would be Mr. Shewan's Shewan would actually get in his There are one or two small deunder my third head yesterday portion in regard to the good- pocket his share of the assets feets but these can be avoided my Lord when your lord hips will, but it has been sug- instead of getting nothing at all, when sawing the loge up. The adjourned, which was even then gested in the alternative there That would go into his pocket. | tree was discovered by Mr Palmer notwithstanding all that we have in no precedent and no night in ra The President:—It would be of the Forest Department in Febput it to me we have two millions argued your Indehips should to say the goodwill being unas very little; wouldn't it? The Pusine Judge:—You say that Mr. Shewan ought to pay to you consider you had the Lower sumed would remain in these two Mr. Sharp:—No, my Lord, cessibility of the place where it to dire it a sale as a going con- partners who unfortunately cau- upon the two million basis. It was lying much trouble has been cern, your Lirdships would not not continue together, but it is was argued as three lakks before, experienced in getting it to the

do it in such a way as not to in start as the old firm and enter no other restriction. I would did not involve the late partner. colution the first and most im authority) It is perfectly clear tan and Bivans 28 Law Journal did not answer a question of your nortant matter to be attended to after a sale as a going concern, Equity, from the point that if the Lordship regarding the upset But after that, he has a lien there- although Mr. Shewan may remain goodwill is sold, Shewan could price. Your Lordships are aware himself, so he has actually a lieu old firm name, nor represent in the suggestion made by Mr. Jus- a new contract. on these surplus assets and what any way he is carrying on the tice Burn and the Master of the is due to himself and you could business of the old firm, and he Rolls in Burchall's case, I under-

Hersche'l lays down the same law that the outgoing partner had launch to take it in charge. The Lindley (quoted). I need not of another question I have not dealt Majesty, but on being sawn it was passages-and the reasons are frequently asked what would hap. The log breaking the record turn it up if necessary; just in Lord Machanghton in very pic- clear these assets would be real- forest. This forest is situated in turesque language confirms our ised, hypothetetically fetching the Kampang district and is two millions, and each partner about sixty miles below Rahong.

do so having regard to the prin- perfectly clear it would. How We do not know the exact figure, Moh Ping.—(B.T.)

Another question is Mr. Shetracts. Here I think there is some tion would mean an instant sale The Chief Justice: No order to-morrow. Of course, a moment's thing is impossible. A realisation partners back on the true con- limited market. It must be a before we go any furtuer I want did include goodwill it is im- price up because he knows the per-cent. at the outside is Mr. Sherp:—Yes, I don't main struction; you must be taken to reasonable time—how I am not \$150,000.\ Now Mr. Shewan has Mr. Shewan to the exclusion of have found the construction in prepared to say. Probably at least nunnagerships, and as I say, supas this could not be sold toalways take a reasonable time for the realisation of the assets. That damages to contracts.

The President :- In the case I

Mr. Sharp :- I should be very sule; I mean what is commonly

The President: -As regards the not only has a vested ition in a rying on the business use this firm name. They are beentitled to trade? They would

> Mr. Sharp :- Oh no. It would assets , and be open to them immediately to

(Continued on Second Extra.)

A RECORD TEAK LOG.

The record in teak logs from keep Mr. Shewan from actually to Trego and Hunt which that; I think that is clear upon broken. The previous best log came from the East Asiatic Comthe few logs that have passed the

> thickness. It was His Majesty's feet long and less than sixty. inches wide. This is to be made of the logs will provide planks of \ \ \ runry 1913, but owing to the inac-

SHEWAN TOMES & CO.

part of the business and the proper- put it in fwice. That I submit is not the right to succeed, but the desire, ty. He has got to mention it for the meaning of this part of the right of sharing or halving what Mr. Alabaster: They have "thereof".

words of limitation. The three for its being sold at all. cases are the cases I have given. The next point my learned friend you. I refer to 10, 12 and 15. Now, Mr. Sharp dealt with was the quesin every one of those instances he tion of ambiguity and extrinsic evihas omitted the words of limitation; dence, I mean the possible calling he has not put in any word to in- of extrinsic evidence to explain the dicate any sign-mark of limitation, meaning of these documents if your He has taken the clause bodily Lordships consider it ambiguous. from the books and the forms, and the 'words contain' their ordinary it is quite impossible that such evithearing, and he has given them no words of limitation to charge them. The President: Does clause 12

come out, of Prideaux, 100

Mr. Alabaster: They put their option clause last of all. They don't mention the word "property" at all, but under clause to he uses the general form of Prideaux exactly-?property and effects." He has used it without theewords of limitation which he has put in in the earlier clauses. And therefore if and, you are not allowed to give chause 15 stood alone, apart from evidence, to explain it, but if he says 10 and 12, it is perfectly clear that I gave him farm Blackacre and he he intends the goodwill to be in has two farms named Blackacre, cluded in the property and effects in you can call him to give evidence 15% Now we come to for which is which he meant. The ambiguity, is, also taken from Prideaux. Ten and mot in the document; it is in the 12 both come from Prideaux. All working out of it afterwards acthe other side have been able to say cording to these principles of Chitty is that in some years we have in- 116 on contracts. This may be cluded goodwill in the accounts and illustrated as follows (Chitty in some we have not. Now in this quoted). Now here the ambiguty if particular form it is really impos- there is an ambiguty is in the consible to v ke the true position of the struction of the document and there accounts without taking the goods are notacts extrasse of the document, sold, is the right of succession. will, because the goodwill is, as I and any attempt to call the draughts- Where you have a piecemeal sale in before said, their "sapoflife." It is as substantial asset capable of a Court interpreted as the drut, is definit's Valuation, and samething absolutely madmissable. The next far and away beyond much of the point referred to was with regardagoodwill usually presented in there. The President: 1 propose to stop cases. And it is perfectly easy to at half past four. put in a balance-sheet. They have put it in because it has a figure, and finished before half past four. it has had a figure right away from . The President: If you like we will position than widows and elergymen reply to me. It was not in reply the start of the business. And 10 sit to-morrow, but we will finish now and 15 both come from Prideaux. if possible. Therefore I submit that Prideaux used it in that sense in the corres- way is half an hour. ponding clause. They are used in general terms here, and the only new a thing is 12. (Clause read).

submit, is this:--that you pay what- ambiguity that is why it comes beever your pay by instalments. So fore the Court for construction and much of what you pay for as con- that is why it is with the Court to sists in goodwill shall be taken at deal with it. My learned friend the price mutually agreed-say referred to some case with regard \$25,000 in this case. For the other to the company, on the point that part of the property and effects, you 'the Court had no power to sell this are to take it at an unknown but business! as 'a going concern. ascertainable price. You ascer- thought it was common ground as tain this price by taking an account stated in the judgment under genof everything, but you don't pay eral law, apart from the agreement the result of that account. You you could sell as a going concern, have to find out the net value from but this case cited, was in the case that account. You take your gen- of a company-I haven't even taken eral account, and from that general the name of it because I saw the account, if properly taken, you as- answer at once-there is no power certain what is the net value of the for it to be liquidated in the usual |. The Chief Justice: You say the property "other than goodwill." way (Palmer quoted), unless power; goodwill has a tangible value outhave just a few figures here to is conferred upon it to do side? show how it works out. Working so (Palmers · Precedents quoted), Mr. Alabaster: Unquestionable it out clause 12 you would take a gen- It is obvious, that must be has. It is the main thing. eral account and the necessary items so. A company is a creature of would take the property and the take into consideration the size will work out like this:-The value statute; it has no rights outside shares of these companies and would of Hongkong. These huge blocks the revolution will come to set it. of the goodwill as agreed, \$300,000; the value of stock-in trade, etc., and debts due to the firm, \$100,000; furniture, etc. and shares \$150,000; itaway of winding up it must adopt The Puisne Judge: Partly by shares would not result in any deless liabilities, \$150,000; a balance that way none other than the pro- holding f of \$400,000. Half that, \$200,000.

The President: How do you ascertain that?

figures.

- "The President: Don't you get the goodwill in twice?

Mr., Alabaster: No, because you have to ascertain it in that way.

taken it out again. Mr. Alabaster: You go to your General Account and ascertain it in that way, You certatinly do not

pay by going to that account. The President: "The said not acother than goodwill." You will find case and it will be followed, as no property being talked about as

property other than goodwill. Alabaster: I agree.

The said the not value shall be it is the right read to the world. The Puisne Judge: It all depends highest bidder. And it is perfectly the result shown on taking this ac- where you are carrying on the count. I lay stress on the word same business. That is the legal the other reasons I have given, and argument which I feel presents di- it consists of. Now they have done so. These General Manhe very carefully inserts the word fliculties to your Lordships. It is cited a case to-day which agerships go with them. It is a price which will realize most, and fliculties to your Lordships. It is I submit has been totally not a question of a popular man the Court has ample power to see a means of ascertaining it. It does misunderstood, that, is the getting on better, than an that it will realise most. This is Now, in three cases he uses the not any it shall be that, and it has cas of Burchall and Wilde, unpopular man. The General not a Court of pity; it is a Court word 'property' and also the word to be paid by instalments because It is not under any of the Managerships bring in so

> can deal with that by saying that dence shall be called at all, but if your Lordships do not wish to hear Do your Lordships want to hear me?

The President: I do not want to

stop you just now. Mr. Alabaster: Well, on the question of ambiguity, I submit that evtrinsic evidence is admissible to explan ambiguity, but "it" is inadmissible to explain patent ambiguity . If a farmer says I give him to so and so; that is a patent ambiguity, man to usurp the intention this

Mr. Aldbuster: I will try to "get !

Mr. Alabaster: 1 will go some

The President: I don't want

imry you at all. The meaning of that clause, L. Mr. Alabaster: 14 there is an and these rights are derived have the same hold over these comeither from the statute or under panies as Showen, Tomas have the statute. If the stature gives vision of the statute. It says in the memoranda "I can govern my own govern my own castle but even tract, Mr. Alabaster: These are fancy then under the present Companies Ordinance, the company can be sold as a going concern; the liquidator can sell it. It is quit a different under their partnership; there is nothing in the general law which prevents the parties from The President: "But you have selling to the best advantage, and there is nothing in the general law which will prevent the Court from assisting them to do so. The case which he cited to-day was a case of principle which he tried pay twice because it is already paid, to draw into it, and was, thought, destroyed entirely by my but you ascertain what you have to argument from my point of view,

Wilde it was agreed that the good- ships. will in the legal sense of the word consisted of, this , which is the was entitled to have it so long ashe. did not represent he was somebody else-page 553 in the Summary of enses, last paragraph (quoted). Then Mr. Justice Burns (quotely There was someone else of the name of Burchall entitled to use it. (Lord Lindley quoted-Court Appeal). And there were several others according to page .562-re. disputes and the arbitrator (9 quoted). Then they go on to eny that one should call himself Burchaff Wilde and Company and the other another, fact be successors. name. So fact from these people being able to represent themselves as successors-that is "late," they cannot do it-if they could, they breach of agreement. The whole of the legal goodwill which must be equally, the dividable proportionsnothing for it, you can sell the will take it over. He is enabled thereby to steal from then? the right they have of continuing in the tusiness-and they have no right to steal that goodwill. It is stated

very clearly by the Master of the Rolls in the case I have referred to, Dunesy and Cooper, (quoted), These General Managerships will; probably of more value to them. I

into the sea at the whim of a partner who says "Io won't sell or I won't buy". ...

Mr. Alabaster: Partly by reason of castle." I can state I am going to holding and partly by reason of con-

to perform their agreements,

tract for a long time? Mr. Alabaster: Now going outside of things. They would have to perform their agreements, they cannot got out of their explained, by Hill and Fearis, practical difficulties of getting rid of and they say what goodwill means (Quoted). That is the the General Managerships would be price. It is the right that every Hankow paper mill meaning I think of goodwill and enormous.

upon the terms of the contract. It clear that a sale with the goodwill appears to be a rather large order will realise more than a sale without Continued from second Extra. count. I lay stress on the word meaning; the popular meaning to be a father fitting order of course is that the goodwill is a account to ascertain it. You do not is what it consists of and he has selves to successors they do not to bind people to attach them, the goodwill. Mr Potter has quoted

"effects" without either of these the first part makes no provision digests under the heading of good- much money for work done, will, for the reason that I shall largely by subordinate people in show. Because in the goodwill the firm, and it does not matter peculiar position of Mr. Shewan mentioned there, there is no legal very much who does it. It can be owing to the fact that he has drawn goodwill and there is no division done equally efficiently by all more than Mr. Tomes from the busiof the partners which is found in first-class, firms. They cannot ness, the digest elsewhere-the right to, even divide that. They can divide use a trade name not under an- the shares, subject to the approval other goodwill. Although at sect of the Bank, but they could tion four, good will in Burchall and not divide the General Manager, cumstances ousling Mr. Shewan

Mr. Sharp: We do not admit potitor for the firm do not in conseshould not be so, but what it this. We say they can be divided. Mr. Alabaster, Of course, that is popular constituent part, to to your argument, and this is my Mr. Alabaster: Your Lerdship me on that, I need not go further. divided and there was an agreement, reply. There would be no sucsilent, as to the use of the name, is the whole difference between upset price which Mr. Tomes could and the Court merely held as me selling a going concern and a tot hid under. name was floating about anybody piece-meal sale. These general . The President: I think we had managerships would be lost and better adjourn now. everybody in Hongkong would grab for these managerships. If thing more to add, my Lord, the goodwill were sold the purchaser takes the benefit of the right of connection and the prin- unde which I have not dealt with, ciples laid down in Trego and or any case cited. Hunt apply, that the vendor cannot scramble for these things, e raider this, but as the matter is a He is certainly entitled to, do a very pressing, one, I hope we may the same class of business that be able to, at all events, indicate he wants to, Their contention is that on a piecemeal sale each can call himself the successors to Shewan Tomes.

Mr. Alabaster:—They could hot both enforce these contracts. Actually these connections with these companies would be if your Lordships require us. thrown into the sea. I do not could do so, that is because of care whether they are valued at you. I think we shall either sit at \$100,000 or \$50,000. Thus a very half past nine on Monday or during enormous sum of money is thrown into the sea. There was some argument morning on the question of the dissolution the right to succession is upset price; introduced by them gone although you may grab with in this Court. I said nothing There are the Criminal Sessions the rest of the "world, or divide about the upset price in this probably it will be some time during Court, and as your Lordship the adjournment. remarked, it was mentioned the goodwill must be sold. I go rather late in the Court below. back to clause 15-in case of death. I don't know whether your Lord. On their construction, if the con-ships want me to deal with this tinning partner is in a much better question, because it was not in to anything I said. The position . The work of fitting the Hankow and all sorts of people are he can cannot be put better than say I won't buy from you at any it is put by the solicitors price because if this firm must go who instruct me in their letter Miles Creek is proceeding rapidly. on and without me you must after which your Lordships will find articles and everything. I will give on page 189 of the file, dated 6th. The Peking government has voted of January. This says that on the sale of the business as a going a large sum for repairing the damshares at a loss at once, therefore I concern, as asked for, the purchaser will not only undertake to indemnify the vendor from liabilities but also obtain his release and discharge therefrom, The Puisne Judge:-That is

either partner?

not speak for anybody else. be of value to any firm here, but a condition of the sale. The whole idea of a sale as a gosubmit on their construction that ing concern is that the purchaser the most magnificent-and most extwo lakhs or one lakh is to be thrown take's everything and the vendor gets rid of everything. And the pensive—paper mill in the world. fonly way to wind up this business at all is by a sale as a going. It is said that yet another million concern. That is a sale of the firm, whose assets consist of twothings—shares and goodwill, mill is able to work to its full capa-In a piecemeal sale the goodwill lis thrown away and the city. shares are flung on the market and they must depreciate in a limited market, for your Lordships will statute or outside of these rights, be in exactly the same position and of shares, worth lakhs, would he thrown on the market and running. The superintendent is would cause a depreciation. But a buyer taking over all the. preciation in value, because they would remain exactly as they were, and the rest will follow, arriving except that a book entry would be in about five months' time, when made showing them to stand in somebody else's name: There is no the mill is expected to be ready to

Puisne Judge: You might buy the practical trouble at all, and if there begin manufacturing operations. good will of Shewan, Tomes and the are practical difficulties they can be companies might tell you that they disposed of-evidence and argudid not want you as General Mann-ments can be heard as to the con- ing from the Five Powers' reditions. But I submit that this organisation loan. During Novem-Mr. Alabaster! They would have question does not turn on what conditions the Court will impose. The Puisne Judge: It is a con- Court will impose conditions to the best advantage of the firm; it must ot say that the partner who has aten his cake and cannot afford to lay as much as the other shall be anabled to buy it if the other wants as to the meaning of the effect contracts without breaking their it too. The Court will have regard to of the case of Trego and Hunt. Ingrements and we know from the the benefit of the firm as a whole, count is an account of the property Trego and Hunt is the leading balance sheet that these firms have and it is to the benefit of the firm enormous holdings in shares and the as a whole that the goodwill of the Hankow paper mill

an, argument from Lindley which is entirely in our favour (Lindley quoted). The benefit of the whole concern is that it shall be sold at of equity. There can be no pleas, of ad misero cordium owing to the

The President: The guestion for us to consider is whether the cira from the possibility of being a comquence damage the partnership, because it confines bidding to one.

"can get rid of that by fixing" an

Mr. Alabaster: I really have no-I'do, not, think there is any point

The President: We shall have to what way our decision is before I leave Hongkong, so that the part. ies may be in a position to make The President: They would in any application to the Court which they may wish. It would be bu Monday that we should sit.

Mr. Sharp: We shall be ready

The President: We will notify the adjournment.

Mr. Sharp: In Court, or in

The President: Oh, in Court.

The Court then rose.

HANKOW PAPER MILL.

Government Paper Mill at Seven age done during the revolution and completing the equipment of the works.

A good deal of outside work-Mr. Alabaster:-Whoever it bunding and roading for instance The Chief Justice: They could . -has been donce of late; and it Mr. Alabaster:-It would be compares well in solidity with the buildings of what will probably be tacks will be required before the

> The eight American experts that were engaged for the mill before already on his way to superintend the setting up of the machinery,

> The funds for the mill are comber the outlay on the mill was one of the largest expenses met from the loan funds. The only others' that were larger were the expenses of disbandment of old troops and of erecting the imperial tombs. (By the way can the building of tombs be described as "reorganisations"?) The Peking papers give the following statement of the amounts spent on the paper mill during November:---

\$40,540 firm is sold and realises the highest Machinery for the mill \$174,071 \$9,840 partner has that it shall go to the Hankow paper mill (Dec.) \$19,177

THE HONGKONG TELEGRAPH

HONGKONG,

SATURDAY,

FEBRUARY

SHEWAN TOMES & CO.

(Continual from first Extra.)

Particularly, we say that your Lordships cannot fix an upset price which would in effect be fixing the price at which the business would be sold because we admit we could not put it. Then the President ask. ed me what would the result if your Lordships did not fix one at all. It could be worse than is suggested -it would be less than nothing - who show that there was no pistol it would be less than nothing-who held to the head. would be liable for the debts.

The President: I do not think put that question.

... Mr. Sharp: I thought you did. The President: No. I do not think

Mr. Sharp: Then I need not aus

The President: No. The case seems listen to, I think. quite clear. If the Court comes to to the conclusion that you will as it high as that. I think a order a sale as a going concern, it will be the duty of the Court to agreement of this kind and there see that such directions were given is no suggestion of any improper sa would ensure as far as possible, pressure being brought to bear. if it is possible, the rise of the two partners.

Mr. Sharp: And that would inwolve an upset price.

The Ohiof Justice: An upset price could not be less than Mr. Shewan has already offered.

ships cannot enter into these specpistions at all, and certainly that it cannot be less than Mr. Shewan I suggest that that is absolutely offers. I say if it is to be done at inconsistent with the proper all, it must be on an upset price relations between the partners: which would be dissastrous. He would not only get nothing. would remain liable for the debts and would be then in a worse position than before. Now, my Lords, there is only one other point I want to present to your Lordships and that is on a misconception of 'our position, at any rate, our position as put by the attorneys with regard to the purposes derived from the documents and from the correspondence as to the purposes clause 15. It has been put I do not blame my friend for misconstruing our position, but it becomes our

duty to practically take It. It has been put by our learned friend Mr. Alabaster that our construction of clause 15 means that a pistol should be held at the head they withdrew it; they receded from the word property occurs until you of the other to compel him to the offer after making it. come to an amicable arrangement. That is. I think the way of putting it and it is cortainly more. There is a difference in the not the position as we put it. We did submit yesterday going \$60,000, in favour of Mr. Shewanthrough the various clauses that the manifest intention of Clause 15 was to make it strongly to the interest of the two parties to be seen that the offer at that time is no law in support of that proposi. not. to come to an arrangement "atrongly to the interest"—that refuted. They receded from their way, and furthermore the construcis the position which we have really inserted by a prudent and a settlement and that is the position far from bearing him out, is absolfar seeing solicitor to provide to we hoped to reach the second time, utely against him. Now my Lords some extent for what might hap- and we will be fortified by a decision clauses 11,13 and 14 which my friend pen. I would refer your Lordships of the Court that the agreement into Mr. Deacon's letter of the 21st. volves what we say it does. Then, October, 1913, page 95 of your Lordships' file. (Letter quoted). The letter winds up with the settlement will be effected. It only statement thatthat it is in the means that if this question had not Interests of both parties that been decided, it would lead to a rethey should come to am arrangement, if possible—that is, the argument in clause 15, and the been come to. position we have taken up is These powers given to both Mr. Shewan and Mr. Tomes that if this share was to be sold, argument, we actually received it ment that you can order a we would be either buyer or seller. when the dispute between the par-Tomes a offen It was that Mr. Shower at that time was insolvent. Shewan should sell for \$148,000 is untrue. We can show at that ence, under clause 15 the stranger as a matter of fact, they refused time Mr. Shewan was very largely can come in under 11.13 and 14 he 16. Mt. Slade put it at \$25,000, solvent I am sure it was a mis cannot.

which your Lordship described as a fancy price, as the good- crept into the newspapers and will was overladen. Then a counter proposal was made by Mr. Shewan that Mr. Tomes should sell for \$300,000, payable half in cash and half secured. That was adjourned for considera-

after and stated there was prospect of a settlement, and then there was a further adjournment. The President:-Is this levant to the argument?

Mr. Sharp :- It is relevant to

The President:-The only object of that remark of mine was that I did not think the Court could balance sheet consider that when the two partners were going to enter into an agreement for ten years they would put in a clause simply in order to allow them to put pressure on the other side. That is an argument the Court would not

. Mr. Sharp . - I do not put prudent solicitor will provide for all eventualities. mean anything inconsistent with the mutual confidence between the partners.

The Chief Justice :- What are you putting this alternative proposal forward as? What do you ask us to infer from this?

Mr. Sharp :- That any such expression as that one partner is Mr. Sharp: I suggest your Lord- holding a pistol at the other partner's head is an absolute burlesque of the agreement as drawn up by Mr. Victor Deacon.

The President:-I am prepared to understand that they have drawn this clause which provides for the making of an arrangement and they add to that some scheme which is to be followed

higher than that. Other words were deal and I will deal with them as put into our month. We put it that shortly as I possibly can. The first it is merely to the interests of both point is one made by Mr. Alabaster parties to take the other alternative as to a dividing line between what presented in this clause—the coming to an amicable arrangement. have used no stronger words than that it is to ensure an amicable arrangement being come to instead of a liquidation. I was arguing to show how the negotiations proceed- the draughtsman of this document ed. We absolutely accepted offer. That is made clear. But and good will in every clause that

Then we made an offer of \$30,000 last offer between the two sides of that is to say, Mr. Shewan offered there can be no question that opening of the settlement which had

take inadvertently made and it has must remove. It was a balance sheet given in the ordinary course largely solvent. Mr. Alabaster did give the continuing partner other particulars.

I had to do as the point was raised by the other side, but you are aware of our substantial admission. not I think arise for your Lordships decision at all because we submit on the proper construction of this deed, as a whole. These words property and effects occurring under clause 15

he chose to call the auction clause and the taking over clause in the partnership deed. It is quite easy to understand why he wishes to draw this dividing line, because he is in this dilemma. He must give your Lordships a good reason why the should distinguish between property come to clause 15. And the only way my friend has been able or rather the only reason he was able to give to your Lordships for this distinction to be made is that under taking over clauses you must mention goodwill, and in other clauses \$60,000 more than they, and it is you need not. Now my Lords there was absolutely accepted and then tion, in fact the law is the other offer of a settlement. We hoped for tion of the document itself was so calls taking over clauses are clauses which enable the continuing partner partner under certain conditions for the goodwill separately. Furthermore, my Lords, if you accopt my learned friend's argument you effect that a sale as a going concern can the sale of the business as be ordered under clause 15, assum- practically a

Mr. Sharp: Before I sit down, at ing that being a successful argu- furthermore, it is true the sale the share of the partner absent on the continuing partner to do that. letting us come to an arrange- the request of my solicitors. I must ment, then clauses 11,13 and 14 as a going concern and that is within the clause. You know correct an error which I am sure my practically bring into effect the our understanding and the or- the share has to be ascertained learned friend Mr. Alabaster would very same thing which is brought dinary accepted meaning of the meaning of the meaning I will come into the open market am not going to do that at all, I am We, for ourselves, do not wish not have fallen into if he was aware into effect in clause 15, except that word "sale as a going concern," case of the share of the meaning to exercise them, but to let us that the balance sheet of 1912, which under clause 15 the purchasing partcome to an arrangement, if possi- is the one we have had to use for the ner is not fixed down to any price should be equal sale at a pur- ing of share; it must include ble; and, my Lords, our acts bear purposes of argument and we have and in the other clauses he is. That out words. We offered Mr. Tomes only accepted for the purposes of is accepting Mr. Alabaster's arguunder clause 15. Then there is he has offered. There are offers ties arose and Mr. Showan says clear. practical distinction between 11,13 it, and perhaps the other side will excluded the documents make there ly he does not accept it, he does and 14 and clause 15, in either case; were two proposals handed not take the figures as correct, he the continuing partner purchases the Chief has not signed it. I do not wish to share and the other partner does so. goodwill". My Lords, this point absolutely unnecessary. It is Justice the from each side, both go any further then say given by There are two clauses which deal with is under Clause 12, an entirely absolutely unnecessary for of them perfectly fair. I have Mr. Alabaster's client, insolvent, the purchase, the document says so. The President: There is this differ-

Mr. Potter: Yes, taking it on partner the option of purchasing reason for this collection that basis that because it is a taking what it says he may purchase- words "property and goodwill" over clause it must include goodwill, the property, business and good- is "Oh it must be done because and I don't think it matters when of the proceedings, in these proceed ther the stranger can come in or ings it has not been accepted by not. That is my friend's contention. Mr. Shewan and at that time he was Clauses 11,13 and 14 my Lords put not only not solvent, but he was very the position in this way. We will not take the figures from the affidal advantage, he may purchase if he vit, he quoted the balance sheet and chooses to pay a certain fixed price, Mr. Shewan has disputed that ba and coming down to practical poli lance sheet, and I expect that at ties, my Lord, even if you did order the moment they have no other. the sale as a going concern under 15, suggests, my Lords, is to give the not. The two cases mentioned We know them to be correct in many no one would be a purchaser except partner, taking over the goodwill by learned leader, Jenkin, a partner. That is the reason taken without putting in 12, is absolute- in which it was mentioned Mr. Alabaster: I took the figures ap by the other side because no from his own affidavit and from the outsider would dream of giving anything like the value of the goodwill David and Matthews. tion of the documents. Now my of the business as a partner bearing Mr. Sharp: Well we know them in mind the fact that both are en- learned leader mentioned that his ship, my friend's contention is to be incorrect. I have travelled titled to carry on business in Hong- case, which would be a taking these words must be put in. over much ground my Lords and kong where both were known, over case, and if you will look at The next point I wish to deal with there are many reasons if you subject to the restrictions of the these cases, you will find every is on this I have submitted that consider you have the power sale as a going concern, and this is one of them turned on the con- the whole spirit and intention of why you should not direct under a matter which has a material struction of a particular document this agreement is that the goodthe circumstances of this case effect laid down by the authorities, this particular mode of sale. It has on the value of the goodwill to the say this with confidence. Your selves, or (2) by virtue of an agreenecessarily taken a considerable stranger. Coming to the facts of Lordships may go through the ment between the fixing of another time to consider these reasons which this case the only bidders at the so case from beginning to end, as called auction are the partners, if we have done, and no doubt must assume that the partners our client can bid at all, we say which my friends have done and have he cannot I am assuming he could, Your Lordships these matters will so you have in effect clause 15 working in just the same way as 11,13 ments were made in this definite contrary is shown, that the va-14. with this exception way. only, the price obtained under 15 is not fixed and under the other it is.

The President: The goodwill: Mr. Potter: Yes, I am taking specific references to goodwill: you find as we submit you should on which is different from my point of and this has been done for the that view with regard to the con- view, and being in fact the same purpose, I think I will show your struction, it would not be necessary effect can be obtained under all these Lordships very shortly. There for your Lordships to proceed on the clauses except in the sense the may be such a case but we can consideration of any other grounds whole of the property can be pur say that we could not find it, and I have argued. On this ground we chased, because he argues under 15 ask your Lorships not to make the he could buy lock, stock and barrel. order and ask you to dismiss this If this is so then the only distinc his first argument, and an importtion under my friend's argument is ant answer. We must get over under clause 15; there is a fixed price the difficulty why the draughts-Mr. Potter: There are only one or under this, under the others there is man draws a distinction between Mr. Sharp: I don't put it any two points upon which I wish to not. And with all due respect to the particulars of the assets, a other property is fixed. There is a draughtman draws a distinctionyou must pay the market price, sub- put in good will, and he must get

> if that is soit is material, but look at Article

the price to be paid, etc. Does that mean the value of the said shares. and it covers goodwill as well?

The President: Then there is no provision as to how the goodwill must be paid for.

Mr. Potter: We read it as cash. what the continuing partner has He must pay \$150,000, in instal- to pay in each case—absolutely, show you how inequitable such a ments or in cash. If it covers my Lord. Therefore, as I have that, he pays in instalments, but I don't think it affects the argu- necessary as a mere matter of to purchase the share of another ment at all, if we have to pay draughtsmanship. and under certain eventualities | whether he pays it at once. if in fact Lords. Now, my same result going concern because this is 14, now, my Lord, you give the they have got to be affected partner. It is merely asking as in Clause 15. That there your Lordships what is the meanchase under 15. The draughts | goodwill, because Clause 12 says man in II. 13 and 14 dis- so, so there you have a specific tinguished between property and case in which you may exclude goodwill; there is no answer to goodwill altogether, and although President has in his mind "Oh, And the net result is that the by the parties then selves. My Lords again I say it that is the contract, you want a fixed price for the matter of draughtsmanship is different, clause-clauses 11. 13 draughtsman to carefully put in I and 14 are enabling clauses. You property and goodwill every my friend's argument, you might as can wipe clause 12 absolutely out | time as he does -it is the only of the document, my Lords, if explanation forthcoming; and the you like, and clauses 11. 13 and only explanation forthcoming

will. There is absolutely no nec- if you don't give that you would essity to distinguish between pro- not get the sale of the good will perty and goodwill in clauses 11, at all, the only clause under 13 and 14, in order to fix the price | which it would be necessary of the goodwill because clause 11. to mention goodwill." It would does that, so let us assume that 11 | be specifically clause 12 under read partnership, business and which we actually put the fixed property only, 12 fixing the value value on it-no other clause must. of the goodwill, and assets. But Now my Lords I ask you to go it cannot be argued the continuing through the cases and from what cause it is fixed by Clause 12. What | devoted cases dealt with it, I need ly without foundation in law.

one of them. And, my Lords, I you have not yet one case in the whole of the cases in Law, so far did on three separate as we can find, in which arrange- sions), you must assume until the

find any cases where there is

we have gone over the cases that have relevance to this case in the Law, and this is my answer to the property and the goodwill because no man can say 11, 13 and 14 include goodwill, because the definite mathematical calculation, property and goodwill. You must tract the liabilities of the firm and over this argument; you must the net result is the price of the put in goodwill because it is a case of law, and against this case assets. There is then, my Lord, the itself. Now, my Lord, under 14 machinery of clauses 11, 13 and 14 understanding that they have to you will find it is emphasized that if either partner can, at his mero, pay the market price of the day. I it enables the continuing partner (Articles quoted). Now, my Lords; to take over in case of absence of more than two years from the The Chief Justice: I don't think Colony,-he will be at liberty to purchase the share of the absent partner. Therefore, the whole of the clauses until you get to the last says they are to be ascertain-Mr. Potter: I am coming to that od in the same manner as it was The Chief Justice: There is only given before, and provided as in one word, and that is concerning the case of the purchase of the share of the retiring partner. He cut out that word and said the shares must include goodwill. Of course, it would not, because you Mr. Potter: We believe it does can go back and find it specifically dealt with by virtue of clause 12-the valuation the only real bidder for the goodclause, which, of course, will mention goodwill; because you are said to fix the value upon it. That makes it absolutely clear of said already, it is entirely un-

"share Mr. Potter: Supposing you which provides for the case of bankleave it goodwill, etc., in clause. going concern; continuing, partner power to buy 14 would still give the continuing from the other side. The only

partner purchases goodwill, be- fell from the learned President the you need not put in goodwill clause." The President: -That appears in order to have it. It is in each Mr. Potter: In my favour, My Lords as a matter of draughtsman-

price fixed by the partners themvalued the goodwil this business (as luation is a fair one and one on which they mutually agreed. The Chief Justice: I cannot do not for a moment suggest that it should not be otherwise, but the real-value is presumably what Mr. Potter: No. I don't think the partners have fixed it at. cause we are prepared to pay that value for it.

If my friend's contention in re-

is the result? The plaintiff or the delendant, I am not drawing any agree that it shall be sold at that distinction between either gentle- sum. Now it is suggested that we man, either party could go under can bring pressure to bear on us Clause 15 and they might purchase and compel us to give \$150,000 when that goodwill at any price although it is only worth \$100,000. Look at the partners had chosen to agree to a fair value by virtue of another to himself 'My partner says it is clause of the Agreement. In short, only worth \$100,000." Perhaps he is I would submit what in the world right. Don't you think that as a is the good of all the elaborate whim, say "I am not going purchase this goodwill at might be a fair price. I am going to take my chance in the market in which I may be the only bidder, can get it for \$20,000, instead of \$150,000 so much better for me." I think I satisfy your Lordship that is not the spirit of the agreement. If the construction put forward is correct. that must be the position. That is one of their arguments. Your Lordships must also bear in mind that will would be a partner because no. one would give more, and in this, particular case there would be only one bidder. Now, my Lord, I willconstruction might be-how far it was from the intention of the draughtsmen that a partner might be totally disregarded at the while The Chief Justice: The word of either party, and obtain the business in this way. Take Clause 11 ruptoy (Clause quoted). According to my friend, there is no obligation According to my friend he would say "I will not exercise my opinion. under Clause 15, knowing full well that no other party will come in. and if he does, I can get the busi- at home; that does not matter to ness. He comes into the market and purchases the good will, and the whole of the business perhaps for that is the contract between the nothing, at any rate, for a sum very parties. Is it? Our construction is much less than was contemplated that that is not the contract, and that the intention I If your Lordships should say that is the intention, and you will if you sceept well wipe out this Clause from the de.d at once, because I confess I cannot see what possible use it can

be to the partners if either of them can absolutely disregard it and take advantage of circumstances and get hold of the business in an entirely different away. My friend, Mr. Jenkin says "Oh, if the goodwill is worth more than \$150,000 we would buy it under clause 11." No doubt they would, but that is not our interpretation of the agreement. Apparently, it is "Heads I win, tails you lose." If, in fact, it is worth more than \$150,000 so much the better for us, if we can get it at less, and we will go to another

My Lords: The partners must be presumed to have fixed a fair value when they set it at \$150,000. That must be presumed to be the true value, and there is no job of evidence in this case until we come into Chambers of any dispute between the partners as to whether this sum should be reduced.

The President: Was that done in **Chambers** †

Mr. Potter: They said they did not think it worth \$150,000, and will take it at \$100,000. I submit you cannot as a Court of Equity. put that construction upon Clause 15, enabling a man to totally disregard all the provisions already made in Clauses 11, 13 and 14, arranging that this goodwill should be bought at either a fixed price or a price to be come to. It might be said that supposing by chance \$150,000 does not represent the true value of the goodwill, I can concoive that that is possible. Well, take that position. Let us assume, as suggested in Chambers for the gard to this deed is correct, what first time, that it is only worth \$100,000. Then the partners can it from either side. If one man says sane man they would agree to accept that price rather than tohave the whole business sold and to liquidated, the net result being that he would get nothing for the goodwill. That is why we say this clause 15 bears our construction. as I don't like to use the word weapon. It is a clause put in with the intention of inducing fairminded partners to come to an agreement and so avoid this sale. In other words, it was put in this way in order that the spirit and intention of the partnership deed should be effected. If it is not sold, what is the use of clauses 11, 18 and 14; I fail to see any. What is the use. if either partner can in a different m'de buy the partnership? I can see no possible advantage at all. Take the case under Clause 14. where the partner is absent for twoyears. If he is absent from the Colony for more than two years for any reason whatever, the continuing partner is entitled to purchase the share at the same rate. Supposing he is absent by reason of sickness, then the other partner. can, if he chooses, purchase the partner's share of the goodwill and other assests. What would a Court of Equity think of the partner if instead of doing that he said "I going to come under Clause 15. It is true you are ill and an invalid me; I am going to get the business for whatever I can! They may say what is the use of Clause 141 Under Clause 15, the invalid would have the weapon; the invalid would say "If you are going to have this business, you will have to pay a price which is a fair one." Then take the case of death. If the continuing

it, that would be iniquitous. If the continuing partner is able to do this, be could say, "It you don't pay a fair price, the whole of the assets will have to be realized." ... It cannot be suggested that the executors could go into the market and carry on the business simply because the deceased partner has left an infant son and they say out of charity "we will carry it on." In that one case, you have as perfect a remedy as you can get unless you put in the partner must "take over." and that our construction is a construction which protects every one as much as it can.

This Court then adjourned for

nistic to the law for the partners, not going to read it, you will see only that, but it is an order no The President :- May it not be the very operation of this very court of equity would make. And this way. I know in this particular | deed in this way. case the only possible buyers are

arrangement by which we get someone to buy at the price? " Mr. Potter-That may be conceivable if you had a partnership other than the one you have here. because the partners here in entering into this deed know well the class of business they were going to carry on. They knew well and beyond all doubt my Lords' -I think it is common groundcase too high, I submit it is our case-I think it is a statement you will find in the statement of the learned judge-this goodwill would be of little value except to the partner. "

There may

Mr. Alabaster; That is not common ground.

case as high as this. They cannot avoid this fact that it is a fact common ground. They have not sugmested in the course of these pondence—they have not suggestbeing the purchaser.

The President: My point is this, in considering the agreement you must consider the intention of the and to the peculiar clauses contained partners in entering into the therein. agreement at the time it was drawn, not what it has been

partners, that suggestion is found in the letter referred to by my August. We suggested confining the bidding to the two partners because it is obvious that either of them could afford to pay more than any outsider for the goodwill of the busi ess. Now Lords as I submitted before the adjurnment, I fail to see why the other side has never done so. what possible advantage this doed the words that the continuing clause can be, putting outsiders out of the matter for moment-this particular clause can be if a partner is entitled at any time to go outside this clause and purchase under clause 15. So now Lam dealing with the case of the ordinary partner. I cannot see the advantage. Mr. Potter: At the adjourn- I cannot see it is even an ment I was submitting that advantage to the continuing shortly that specifically under the partner except in these particular doed of partnership the continuing | circumstances except by chance partner must purchase at a fixed the goodwill is their property and a price and they may ask your sum fixed by the partners \$500,000 Lordships that under conceivable or \$300,000 in all, agreed by he did find. circumstances our construction the partners at the time when the as it is means to provide the partner wants to buy his goodwill partner, the retiring partner in a sufficient sum. Then I can who represents the deceased see it is an advantage to the conpartner or the bankrupt partner | tinuing partner, This clause to got the proper price for his in- would be a very unfair advantage articles I should have ordered a partnership. terest in the partnership business. to the continuing partner as put. My Lords, assuming what I think | on the deed by my friend, and it is must be assumed that the price antagonistic to partnership law. fixed for the goodwill is a fair The court has to assume that price inasmuch as the partners every clause put in the partnerhave not altered it and who have. ship deed is put in for the benefit come to this price no doubt of all parties, not only for one, and after consideration, and in it is clearly laid down in Lindley, this case they come to the price 442, seventh editon (Quoted) after three alterations, assuming Now my Lords the authority that and assuming also what I in that proposition is very well. think must be assumed, the learn- | known and is the leading case ed President has used the words | quoted in Lindley-Blisset and himself-assuming my Lord the Daniel, Io Hare, 493, seventh price at the beginning of things edition. Therefore my Lords between the parties, the construct am at a loss why the draughtstion we put on the deed is the man brought these articles into it is perfectly correct. I am not sayvery best way to enable the part- if they are articles intended as they ing whether the further arguments ners to carry out that trust, but the must be admitted, intended for the in this Court have changed my argument on an ancient edition of count, the determination of part death and bankruptcy was in his I can understand why he brought mindorabsence in another counthem in if they were brought in try for more than two years- for the purpose of obliging a absent-if you put this construc- partner to take over the goodwill to do by counsel for the plaintiff, take it over. The given price of my learned leader—that as Mr. and they mention goodwill in Matthews under the old law—the low outsiders which he has not. tion on this deed as you are asked at the price which he ought to not apply, would be in every assets. I base the fair price of my learned leader—that as Mr. and they mention goodwill in Matthews under the old law—the It is not a question of clause doubt even for his benefit. He stances justify, the partners are said he could get it cheaper entitled to agree that some other Lordships must agree that the orderunder clause 15 by not ex- sum should be substituted. Then ing of a sale as a going concern on At the I can see that this clause these conditions would be depriving highest that cannot be for the would have the greatest effect. I Mr. Shewan of what my learned benefit of any partner except the think as a matter of fact my continuing partner and any con- Lords if you will only read the struction such as that is antago- correspondence in this case, I am interest in the partnership. Not

be a sale as between the two

partners and you cannot have this Court ought and will put upon a lapse in a partnership deed the deed the construction which will make these clauses have that effect, rather than, a construction which would reduce them to a nullity because I do submit most confidently that if you do construe article 15 as I ask you to construe it, you might as well wipe out 12, 13 and 14-you might as well draw your pen through! them. If you take the case of a retiring partner, a representative of applicable to this case. My Jenkin don't want to put my friend's a deceased partner, or a bankrupt cited an authority which he said was partner, you will see my point. In an authority in favour of the prothe two cases of the death or bank- position, and perhaps your Lordruptcy or absence through illness, ships will allow me to give you a the draughtsman would draw the reference from Lindley which makes articles to protect people who would the matter clear, otherwise be defenceless; therefore, The President: I don't think that by saying that the next earlier my Lords, I submit that the proper the argument impressed me very Mr. Potter: Well I can put my spirit and intention of the partner- much at the moment, so far as I ship deed will leave no doubt as to can remember. what is the effect of these clauses; and, furthermore, I say with conprotracted proceedings or corres. fidence that your Lordships can End search through the cases from begined the possibility of the outsider ning to end and you will not find a deed of this character and I think you must give effect to this deed

position much stronger. I respect ment made by the learned Chief held that it does not apply. fully agree you must talk Justice at the very end of his judg-pointed out that the construction agreement, and I think it really ment. In the last paragraph that could be modified by the subsequent strengthens my position in this for the reasons which he trusts he has change of position. way, my Lord. Supposing a made clear he regretted that he Mr. Potter: That was the subpartnership comes to an end— could not make the order of a mode mission I was going to make.

partner would be entitled to come is the continuing partner, and as course that would be the mode of Mr. Alabaster: May it please then it really comes to this, that that they are forced to suggest asmuch as the suggestion made! by the other side is there should a word was said by the counsel for goodwill is mentioned or not he the "other side which contradicts takes it over. that in any shape or form. That is assuming the position which we put apart from the price he pays, it they have put forward on which I as to Mr. Shewan which you are has to be mentioned—that has bound to assume if you read the been shown quite clearly, in the correspondence namely, that he has case which has been referred to done his utmost with the money at by my learned friend, Mr. Jenkin, his disposal.

had power to do so under the sale. I intended that I am not talking about the arguments. So far as the arguments were before me in Chambers, 'if I had been of opinion that the articles justified it, I should have ordered a sale as a going concern. I was not of the opinion; and Mr. Alabaster, in openfinding so under the articles. That views upon that or not.

much obliged, my Lord. I leader has described as his vested of course, my Lords, I fully realise Therefore, my Lords, I submit that the further argument put to your Lordships on that point-an argument that must weigh with your Lordships in coming to a conclusion on this point—as to whether your Lordships would or could in fairnes: order a sale as a going concern in view of the position outlined by my learned leader. Then there was a point raised by Mr. Jenkin, my Lord, as to whother clause 13 was

Mr. Potter: He quoted case of Nielson and tho Ironworks Company order to show that this particular clause was not applicable. That case is dealt with on page 472.

The President: I see my note of that is that Mr. Jenkin asked us to say this clause was inapplicable because There is only one more point which you cannot get the goodwill, as it is

my learned leader—that the sale as might include goodwill, but said in which the partners used dous injustice to Mr. Shewan on stated that in this case it did not 1913-I don't know whether it all the cash he could command for case which had already been cited ly does not include. the purpose of buying the property by me and distinguished on the was a certain amount. I argued on ground that it was a taking-over that. the same lines and I think if you case every single one. In a takingwill look at the learned Chief over case the taking-over partner Justice's notes you will not find that takes over everything. Whether

If he has to pay for it especially Chirton and Douglass, and that has to be read with another case The Chief Justice: As a matter of Court. Hill and Fearis, which

if there is no provision in the Prideaux.

Mr. Alabaster: Yes., but in a it? taking-over case, the very fact law argument, and mine can be man'sdescribed as conveyancing arguyear 1878 the case was decided it mentioned. which I have already given your | perty and effects included goodwill. That finally settled the case (Head note, quoted).

After that case, therefore, it became unnecessary, even if it were necessary before, for any draftsman to use that old Key and Elphinstone (quote re Thou shalt not steal). clause, and the edition which nolds and Bullock-we find Key and Elphinstone's old form departed

The Chief Justice: In the 1879 edition-goodwill was left out. Mr. Alabaster: It is the 1879 edition of Prideaux I was referring

The President: I do not know whether it will carry it any further edition of Prideaux was otherwise. presumably that Prideaux used. Mr. Alabaster: I have not been it. able to get one, but I can carry it forward by my learned friend thus far, that the person who drafted this spoke with the words clause 15 is this. If the conis the language of a draftsman permeated with Prideaux and not with Key and Elphinstone. If your put it; it is only in the work-Lordships will turn to the partner ing out we differ. This is the

doubtedly in this case the not think the Unior Justice suggested ship articles. That is the case of aware of the case of Reynolds and not be—I submit they have otherwise it must be sold to the Thereof strattly shows that he a cent for the goodwill expresion that in the ordinary Daniel and Blisset. (Case quoted). Bullock-I think they are Prideaux suggested the intention and highest bidder".

under this clause and purchase the a fact in this case the same sale, because if your Lordships. The first point I where therefore property and effects the money or your life intention fer to the notes taken by the learned have your permission to deal with must be held under ordinary deed at once shows the weakness of Chief Justice in Chambers you will is the point raised by Mr. Sharp of agreement largely to cover good, their argument. I suggest that find that I dealt with this very yesterday as to the meaning of pro- | will, in the case of this particular point, and it was also dealt with by porty. He confessed that property document where in view of the way learned leader yesterday—8th, a going concern would work tremen, there were certain cases which treated it in the balance sheet of the assumption that at that moment Every single case he cited was a pears a second time—it undoubted-

Mr. Alabaster: I will come to

The President: But under my present view it is not covered by bear with me if I read it again. it in this article; it ought to have (Again read). this ordinary meaning, or if it is arranged infers a different meaning.

have not yet addressed myself.

The President: Quite right. Mr. Alabaster: They have not replied to me on that. I shall now endeavour to destroy any impression; The President: As it is a question I have referred to. It is 28 that argument might raise. To do

The President: Will you read

Mr. Alabaster: Yes. (Read). that he takes over a valuation Your lordships will see property means that he is taking over the and effects. At any rate I think I whole thing as a going concern, have dealt with the whole of the it, that was laid down in the Hall drawn your attention to the facts, started by saying that the reason is to be paid for it, it is to be don't mention goodwill at all in I did not give effect to the applica- mentioned. That is the form of the final account clause, I have tion was owing to my difficulty in conveyancing adopted. I think the already drawn your attention to whole of the argument is common and I submit that is the draughts-

The President: What clause. Key and Elphinstone. The argu- nership (quoted). It does not menment rests on a suggestion tion goodwill there. Goodwill is Mr. Potter: I quite follow. I am which is unsupportable that the mentioned in 16, the side note to really partnership could change the law which is "partnership determinaought on the interpretation of that on this point. Of course, it could tion by death or voluntary with-

that first necessary bid, then your Accounts Clause, the Dissolution or continuing partner to buy the Clause, the Taking-Over Clause goodwill as a matter of course, and in fact every clause. I rely therefore if he was to pay for very much on that case. In the it he would presumably have

Mr. Alabaster: I

Bullock, and that was the leading sumed he was entitled to have case which decided the words pro- it. The old law cases showed if he bought the other the value included goodwill. was not entitled to sell the goodwill, and there is the best possible authority for the fact that the partner cannot steal the goodwill. Another case on the meaning of goodwill is Dunesy and Cooper 'I It deals with one partner stealing quoted is 1879. Now in 1879-Ray. The goodwill of another, or putting the pistol at the head these good people (laughter) I think I have established the in Lindley, page 588" Sale to the dealt with Prideaux, and dealt with Prideaux in the ordinary way; he did not invent a new form, bidder; if he doesn't use the option goodwill" after it. He uses the case my learned friend mentioned yesterday the draughtsman or the testator making a dictionary for himself. He took Prideaux, the conveyancer's dictionary and he

used the meaning in the sense Another proposition put! yesterday, I took down these words. The meaning of of Prideaux and not the words of tinuing partner does not elect to out. But take the case of a partner ward, I will try and attach Rey and Elphinstone. The language exercise his option under the buying. They have already drawn value to every single word in this earlier clauses, this clause steps attention to the earlier, clauses in document. A skilled draftsman in. That is how my learned friend which \$300,000 is the figure agreed does not waste words. "Other put it, and that is how I should to. Under the construction put, than goodwill he puts in always, ship Indenture, your Lordships will proposition exactly as I put executors "I will give you \$100 not content with that, he puts in a see the language is about as much it in my argument below, if he for the share. You can take \$100 further word of limitation, in these apprehended by circumstances I want to address your Lordships inapplicable to the present cir. It is in the earlier clauses, this clause alternative is for the thing to be "thereof". Prideaux and unlike the language of steps in. It is in the working sold piecemeal, and then "we shall The President: Where is that? Key and Elphinstone as it could be out of the object of this clause both lose tremendously and I am Mr. Alabaster: It comes in 11 Clause one at Prideaux page 621, that we differ My friend put it on the spot and I can get some of and 13. (Clause 13 quoted). To "partnership shall continue—quot. in more general language to-day. I think the object was the same. I think the object of will depreciate and everything else, to strike out no value and give and the same of the same of the same. I think the object of will depreciate and everything else, to strike out no value and give and the same of the sa partnership comes to an end—the order that this agreement the order that this agreement has been filled—I don't think it could be suggested there is no ended to the parties"—that was a sale of the business as a going concern. My construction is this:

| Could not make the order of a mode sale which would be "most beneficial do not think I need give your Lord-ships any reference from Lindley. The President: I do not think your love scrap to anyone except a consideration of the facts that on consideration of the facts that the clauses that the clauses that the clauses that the clause of the clauses that the clause of the clauses same language. The same in clause arrangement come to, this force, has been conferred on you an option thereof. So we have three separations are a separation to the same in clause arrangement come to, this force, has been conferred on you an option thereof. So we have three separations are a separations are a separation to the same in clause arrangement come to, this force, has been conferred on you are option.

the contention which I have put forward is unassailable, that is that the objects of clauses 11 to and 14 were to give him rights which he did not have under general law, and that is wha those rights are; rights, liabilities in business-the rights are stated in 65% of Lindley.

The President: 652? Mr. Alabaster: 'I think it is.' the only passage on the right

The Chief Justice:—I cited that in my judgment. Mr. Alabaster :- I don't think You set it out. Your Lordship might refer to the passage; it is giving him that right (Passage re-

ferred to). "It goes on then "Even the goodwill of the business if suleable must be sold." The object of eleven and fourteen as to the words, it seems to me Law Journal, Chancery, page that I will carry on with this efforts that this firm has been that as the Chief Justice is a mem- 841, and it was a case in which clause four Prideaux paragraph two. built up, and give him some right ber of the Court he might say what goodwill was bought. (Case Cause four radeaux paragraph two. built up, and give him some right quoted). Read that with the Courted). Clause six comes from to compensation; to give him most recent case cited in this clause nine, page 618 (quoted), right over and above the outsider. Of course we don't consider for a have prima facie the same meaning. Now I am getting on to your minute that outsiders would I do not know whether they use it fact I intended these words to im- says that on a dissolution, good lordship at once, because I am not bid for the goodwill of this at clause ten. Ten is I submit, business-not, so The President: You mean that taken from clause twelve, 648 of the partners, but of course they would bid for the contracts of the general managerships worth so words occur in different places, in much. Therefore the persons the same instrument, they prims taking the goodwill, buy as a going concern and would have the proper qualifications to hold over So, if you want a special price partnership which your Lordship would be very glad to bid for it. for goodwill you have to mention laid stress on. I have already We have never contested that it and Hall. In the taking-over and that they mention goodwill They then on page fifty of the attaches to it words of limitation, ing the case here in this Court, taking over, and if an extre fee clauses, that is clause 15, and they purchase by outsiders when file contemplate the possible! they say that the figure of \$300,000 represents the value of the business, to outsiders the value would no doubt be to be placed on the words. Now. less. I do not want to take it I have already established the prinany differently from what they ciple that a draftsman knows that

beyond to the partner and they had goodwill. In this particular case, to withdraw the common ground therefore, he has been very careful business. It is of extreme value to every time that the word property the outsider, but in this particular is used in a limited sense to add

partner 14, nor a ques ion of pistols first of all, the words "other than or anything else. It is conferring a favour upon him -it is not bound to do it; it was not an attempt to put any hardship on him, it is giving him the option-Lordships, namely Reynolds and under the old law it was pre- that or not. I have invented that that or not, I have invented that myself (laughter) because it fits | valued. the clause. Call it auction clause for option clause if your like (laughter)-I will give you the genesis of auction too. Why was it inserted? Any special object? It was inserted because of clauses eleven to fourteen which were only inserted to give him a preference. If they were unfavourable owing to the circumstances of the case, they were unfavourable to give him, the remaining partner, the continuing partner, the right highest bidder-"(quoted). That is why I call it auction clause, clause, he must sell his right, word "property" in four other that is why I call it auction clause: you may call it highest this right we are claiming in this two cases to have a different meaning

bidder clause if you like, and it is Their alternative argument, the surviving partner can say to the and he must put it in for a reason-Mr. Potter: I withdraw the was a sale as a going concern. I do forence I would like to refer to—a doubtedly in this case the that I think that was a sale as a going concern. If at things the business and the voyancer used Prideaux and he was the draughtsman and could coptable to us, we will take it; are all linked together by sands. Mr. Potter: There is just one re four as based on clause cight. call it what you like—this pieto; of taking it over at a valuation. If at things—the business and the

Bouldon, if they had intended to force, the contining partner to take at the valuation or some other value ation, they would have drafted this earlier clause differently. They would have said expressly so, and they could even have said it is fol be sold with the goodwill in language as plain as was used or plainer than that used in the case cited.

The President: Under Clause 151 Mr. Alabaster: Yes, they could. have provided for this being sold with the goodwill. I think I reforred to the case in Encyclopedia Forms which says it shall not be so. Burchall and Wilde also a case In which they agreed clearly that the goodwill was not to be sold.

The Chief Justice: In the same way as the words "other than good will" used in clause 12 ?

Mr. Alabaster: Quite so. The draftsman does not conceal pistols in his draft if he follows the lines of such an excellent precedent as Prideaux. Now, they have based an argument on the use of the same words occuring again in differ. ent parts of the instrument; they in that way, but that is the true law. I agree that as a matter of true draftsmanship, where the same facie have the same meaning in each particular case; and, therefore, it is to avoid that prime facie meaning that where the draftsman wishes he uses word in a limited and where he intends it to have a general meaning, he omits the words of limitation, thus drawing a distinction between the two meanings do themselves. I protest on the term "property" includes the words of limitation, and every time it is used in a general sense to omit

those words. And the words of limitation are. goodwill".

The President-And you say in clause 19, he does not wish to

Mr. Alabaster: Yes, certainly. The Puisne Judge: But you do not say if the goodwill is to be

Mr. Alabaster: If your Lordships will allow me to work out my own argument, I will arrive at it later, because I realise that your Lordships have a difficulty. The words of limitation he uses in Articles 11 to 14 are, first of all, "other than goodwill". He expressly uses those words in the Option Clause. He does not use them in the other clauses. That would be one of the reasons he indicates that it is used in a general sense in clause 10. He uses the word "property" afterclauses without those words. Clearly he intends "property" in these than in the other three. On their argument on the construction of the pistol argument, leads to an unjust deed your Lordships will have to construction. Let us take the case attach no value whatever to these of my learned friend Mr. Potter. I words "other than goodwill"; on don't follow the way he works it the construction I am putting for-

(Continued on third Extra)

TO-DAY'S SHARE REPORT.

COMPARATIVE SHARE QUOTATIONS.

STOCK.	To-di			1		gu '	1		in 4 or		
Banks.	" Clos	ing Number of Share	l'ar	Paid Up	d	913.		913. owest	Highost, week ending Jan. 24.	Lowest week ending Jan. 24	and Date
H'kong& 8'hai Banking Cor	pn \$91	120.00	00 \$125	all	"835	Jan.	790	Aug	840	807}	{ £2 & 5/- bonus at ex. 1/11 3/1 equal to \$23.28 for 1/2 yes ending \$1/12/13
Marine Insurances, Centon Insurance Office, I North China Ins. Co., Ld		b. 10 00	\$250 o. £15	50 5	349 ·	Oct.	1.4.	Jan. Jan.		323 137	\$18 for 1912 [Final of 10 p.c. making 2
Union Ins. Society of C'ton, L	14.	b. 12,40	0 \$.50	100	845	April	784	Sept.	8.0	811	Final of \$20 making \$50 for 1911 and Interim of \$30 for 1912
Yangtsze Ins. Assoc. Ld	\$ 195	b. 12 00	0 \$100	80	200	April	185	June	195	1931	Final of \$12 mak, \$15 for 191 & Int, of \$3 for 1912
Pire Insurances, China Fire Ins. Co., Ld H'kong Fire Ins. Co., Ld	\$157½ \$395	B. 20,000 B. 8,00	\$ 00 \$250	20. 50	1611/ ₃	Dec. Jan.	146 354	May May	157½ 395	157½ 395	\$10 for 1911 \$27 for 1911
Shipping. China & Manila S.S. Co., L. Couglas Steamship Co., Ld. Congkong, C. & M.S.S. Co., L.	1281	30,000 20,000 b. 80,000	1-	all all	111/2 42 -291/4	June. May	71/2 30 27	Oct. Oct, April	343	9½ 33 28½	\$1 for 1906 \$2.50 for year end'g 30'6'13 {Interim of \$1 for half year end-
ndo-China Steam Navigation Co., Ld.		h. \ \ 60,000 \ 60,000	£5 }	all		April	75	. 4	77	75	ing 30'6'13 6 p.c. for year 1912 on preferred shares
hellT'port&TradingCo Ld		a. 2,500 000		all	118/-	April	98/6	Oct.	106/6	104/6	Inte.im of 1/- making 2/- for 1913 Coupon No. 2!.
	\$481	40,000	\$10	all	58	Oct.	321/2	Jan.	481	4814	\$1 on 10,000 share 2nd issue for year ending 30'4 13
Refineries. hina Sugar Refining Co., Ld. uzon Sugar Refining Co., Ld.	\$965 \$30	20,000	\$100 \$100	all "	112 40	Jan. Jan.	921/2 39	Aug. Dec.	96½ 31	94½ 31	\$3 for 1913 \$3 for 1897
Mining. silan Mining 'Admin'tion. sub Australian Gold Min ing Co., Ld.	1	200.000	,		37/-	Dec.	4	July	41/-	40/6	Final of 44 Coupon No. 2 making 8% for year ending 30,6.13
onoh Mines Ltd.	\$35′6 b			all all	41/4 86/- "	Jan. Feb.	3 38/-	Aug. Dec.	3.10 3 <i>3</i> /6	3 35/6	1/2 for 1909 1/- mak. 7/6 a/c. 1913
Oocks. Wharves and Godowns &c. ongkong&K.W.&G. Co., Ld. kong & W poa D Co., Ld.	877 · b	60,200 62,003 55,7 0	\$50 t. 1 ·)	all	90		56	Mar. Jan.	845 77	74.	\$4.50 for year 1912 \$1 final dividend for year 1911
nai Dock& Eng. Co., Ld nai & H'kew W. Co., Ld	t.104 b	64 (0.0	• 1650 -	all all	72. 1131⁄2	Jan. May	103	July Jan.	56 106	90 1	Tls. 3 for 1912 Interim of Tls 3 for 1913
ands. Hotels and Buildings. Iglo French Lands kong Hotel Co., Ltd. (Old) . Do (New)	t.94 \$126 b \$97 b	25,000 12,0 0 8 000	\$50 } 2	25 25	125 92	Aug.		Mar. Jan.	126 97	93	Tis. 6 29.2.10 \$3 on old shares, \$1.50 on new shares for half year 31.12.12
hreys Estate & F. Co. Ld. loonLand&Building Co., Ld	\$8½ в. \$45 <u>і</u> b.	50,700 150,0 0 6 0 0 0 78,000	\$10 a \$50 a		118		101, 8 33	Jan. Feb. Feb.	112 834 45 ₂	D2	for year ending 31'12'13 cents for 1913 2.80 for 1912 Interimof 5 p.c. for year end'g
anghai Lands	\$66 b		\$50. n		74½ J	une	541/2	Jan.	66	66	30.6.13 2.25 for half year ending 31.12.13 5 per cent. for 19:0
Cotton Milis. vo Cotton S. & W. Co., Ld. ongkong Cotton Co. ing Yik	68.10 b	75,00	\$10 a	di j		pril Jan,	714 1214	Dec. July	136 81/4 131/4	13 3	Tls. 15 for year ending 31''0'13 50 cents 31'7'08 Tls. 15 for year ending 3.'11'13
ou Kung Mow anghai Cottons	98 b. t.132 b.	გი ታ። 4	t.50 8		136 N			Sept. Sept.	98 134	98 132	Tis. 12 for 1913. Tis. 10 for year ending 30.6.13
ina Borneo Company, Ld. ina Light & Power Co) Ld. }	1	50,000	\$ 5 8		0.0	May.		April Jan.	11 45		85 cents for 1912 6% for year ending 28.2.06
o. (Spec. shares)	\$9 's.	10000	\$ 0 ° ∞ 6	3	01/2	Feb. Oct.	812 2112	May Jan. Jan.	9 30 6,65	83/4	70 ctsfor 1912. \$1.30 for year end'g 31'7' 13 40 cts. for 1911.
ongkong Electric Co., Ld ongkong Ice Company, Ld. ongkong Repa Mfg. Co., Ld.	\$46 s. \$190 b. \$224 b.	90,000 60,000	\$10 8 \$10 8	ali all	49. 200	Déc. Jan. July	26 150 19	Jan. Oct. Jan.	46 190 23	46 190 23	\$1.60 per share for 1912 \$2 interim for 1913 \$1 interim for 1913
ngkong Tramway Co., Ld	4 1	2.000	·			Sept. : Jan.		Jan. Sept.	7/7} 36½	7/6 34)	Interim div. of 1½d. per share for 1913 Interim of T. 1 making T. 2 a/c 1913
ak Tramway Co., Ld. (Old)	1 (25,000 50,000	\$10 \$10		113/4	0	Ð,	Sept.	4.6	10 ₂ 93 ets.	80 cts. on fully paid shares and 8 cts. on \$1 paid shares, for year ending 30.4.13
ilippines Price & C., Ld ciete des Pulpos et Papier-)		75,000		all 10		e sega					None \$1.50 for 1910.
teries du Tonkin	\$200 \$4½ b	13,000 21,00	t.?0 \$5	all all		May	3.50	_ _ Oct.	41/2	41	No dividend this year. 50 cts. for year ending 31 5.12
nion Water-boat Co., Ld S. Watson and Co., Ld	3	. 50,00 . 90,00		all all	1	May.		Feb Jan.	20 73/4	20 73/4	\$1,25, per share for year end- ing 31,12,1913 60 cts, year 1912 50 cts, for year neding 30.6.13

WRIGHT & HORNBY. Share and General Brokers. 6. Des Vœux Road Central Tel. address, Reectitud CORRECTED TO 12.30 p.m. FEB., 21, 1914. THE TELEGRAPH DOES, NOT HOLD ITSELF RESPONSIBLE FOR ANY OF THE ABOVE QUOTATIONS.

SHABE REPORT.

Messis. Wright and Hornby, in their weekly share report, dated February 21, state :-

There has been very little business doing during the week owing to the holidays for the annual Race Meeting.

Bar Silver is 26.9-16 per oz. ready and 26.7-18 per oz. for forward delivery market quiet. Exchange on London opened to-day at 1/107 T.T.

Para Rubber is quoted from London 3/1 per 1b, and the market for shares quiet,

Banks:-Hongkong and Shanghai Banks have changed hands at various rates down to \$8071 ex dividend but close firmer with buyers at \$8.24 London quotes £83

Marine Insurances: - Unions have been sold in small lots at \$840 and continue in demand Cantons have buyers at \$323. North Chinas are wanted at Tls. 158 and Yougtszes at \$200 ex 73.

Fire lusurances: - China Fires are sleady at \$1571 after sales. Hongkong Fires continue in request at \$395. Shipping.—There have been seles of Hongkong, Canton and Macao Steamboats at \$29 with further sellers at the rate, and buyers at \$281 Douglases are on offer at \$341 Star Ferries have buyers at \$481. Indo-China's after touching \$75 sales have advanced to \$77 buyers on the announcement of an interim dividend of 3 per cent. on the Preferred shares. Shell Trans-

ports are easier London quoting 104/8 Sellers. Docks Wharves and Godowns. -There have been sales of Hongkong and Whampos Docks at \$75, \$76 and \$76} closing with buyers at \$764. Kowloon Wharves changed hands at \$84 and there are further sellers. Shanghai quotes Shanghai Docks Tls. on Account.

56 buyers and Hongkows Tis 104 buyers. Lands Hotels and Buildings: -Hongkong Lands are easier with sellers at \$112. Humphreys Estates have sellers at \$81 ex the WILLIAM WILSON & SONS ness transacted. the dividend of fifty cents. Kowloon Lands are wanted at \$46. West Points have buyers at \$66. Hongkong Hotels are firmer with buyers at \$126 and \$97 for the old and new shares respectively. Shanghai Lands are unchanged at Tiv. 93.

Refineries: - Chips Sugars are steady with bayers at \$98]. Luzons are unchanged at \$30 cellers.

Mining:-Tronohs are easier at 36/3 middle price. Raubs are firm with buyers at \$3 after sales. Langkats have continued very firm during the week sales taking place at various rates from Tla 35 to Tls 364 cash and equivalent rates forward closing firm with buyers at Tl. 36 cash. Kailans steady at 40/8.

Cotton Mills :- Hongkong Cottone are steady at \$8.10 after 20 sales. Ewos are Tle 130 buyers. Shanghai Cottons are essier at for Tls. 132 buyers. Lau Kung Mows for see Tle, 98 buyers. Kung Yiks are steady at Tis. 13 after sales.

Miscellaneous. — There are

buyers of China Borneos at \$11, China Providents at \$81, Dairy Farms at \$30, Cemente at \$61, and South China Morning Posts at \$20. There are sellers of

Electrics at \$46, Ices at \$190, Ropes at \$23, Union Waterboats at \$20, China Light and Powers at \$41 and A. S. Watsons at \$74. Quotations received from Lon-don by cable to day: £83/-/- middle price.

104/6 sellers.

7/74 sallera.

36/8 middle price.

155/-

Banke Indos Shelle Tronobs Trams

Notices

THE PROVIDENT LOAN AND MORTGAGE CO., LTD. (Capital Paid up...\$1,250,000.) Loans on Mortgage of House Property, &c. Goods received on Storage.

Advances made on Merchandise: Loans made on the Provident System. and Particulars on application).

The Office of TRUSTEE. EXECUTOR OF WILLS, ATTORNEY, &c., Undertaken and Executed.

SHEWAN, TOMES & Co. General Managers. Hongkong, 19th March, 1908

DEA'S TRAMWAY CO. LIMITED.

TIME TABLE.

ROO AM. EVERY IS MIN. 10.00 A.M. to 18.00 A.M. 11.30 A.M. to 18.45 P.M. 18.45 P.M. to 1.45 P.M. 1.15 P.M. to 1.45 P.M. 1.45 P.M. to 8.15 P.M. 6.15 P.M. to 5.00 P.M. 5.00 P.M. to 8.10 P.M.

NIGHT CARS. 2.56 F.M. and g F.M., 9.30 F.K. to ttion rift; every half hour. 12.00 P.M to 12.45 P.M. every quarter of an bour, EUNDLYS.

6.00 A.M. to 10.30 A.M. EVEREIS MIN. 10:30 A.M. to 11:00 A M , 10 M1M.

11:45 A.M. to 18:00 NOON , 15 M1M.

18:00 NOON to 1:00 F.M. , 10 M1M.

2:00 F.M. to 5:00 F.M. , 15 M1M.

5:00 F.M. to 5:00 F.M. , 10 M1M.

6:00 F.M. to 7:00 F.M. , 10 M1M.

7:00 F.M. to 8:10 F.M. , 10 M1M. NIGHT CARS as on Week Days!

SATURDAYS. Extra Cars at to midnight. SPECIAL CARS By Arrangement at the Company's Office. Alexandra Buildings. Des Vreux Road

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[X]HOLESALE buying agencies undertaken for all British and Continental goods, ncluding-

Books and Stationery, Boots. Shoes and Leather. Chemicals and Druggists Sundries

China Earthenware and Glass. Cycles, Motor Cars and Ac-

Fancy Goods and Perfumery. Metals.

cessories, "

Jewellery. Plate and Watches. Photographic & Optical Goods, Deutsche Bank (Berlin), London etc., etc. Commission 21% to 5%.

Trade Discounts allowed. Special Quotations on Demand. Sample Cases from £10 upwards. Consignments of Produce bold

(Established 1814). 28, ABCHURCH LAME, LONDON, E.O.

Exchange

F/T	T/T. Marks 195
1/T1/10 7/8	T/T. France 2.40
Demand	On Haiphong
30 d/s1/11	On Saigon
30 d/s	On Bangkok80%
# III/B	Buying.
T/T Shanghai7334	4 m/s. L/C
T/T Singapore	4 m/s, D/B
Private 30 d/s sight S'hai 7458	4 m/s, D/B
T/T Japan 93}	30 d/s.8'ney & Melbourne1/11 1/2
T/T Japan 93} T/T India 14134	30 d/s.San F'co & New York 4716
T/T Bombay	4 m/s. Marks
Demand Bombay142	4 m/s. Marks
T/T Calcutta	6 m/s. do2.47
Demand Calcutta142	BarSilver. ready26 9/16
Demand India	forward26 7/16
Demand Manila94	Gold Leaf per tael54.80
T/T. Ban F'ce & New York 4614	Bank of Englandrate3%
T/T. San F'cc & New York 4614 T/T. Java	Sovereign10.40
Subsidiary Coins.	Opium Quotation.
Discount per \$100	Jan. 17.
	Malwa, New\$5,800 perpic.
Ohinese20 cts.pieces \$12 7/16 %	Malwa, Old 5,900
Chinese10 ., \$1234	Patna, New 6,575 per che.
Hongkong.20 \$55%	Patna, Old 6,440
Hongkong.10 1874	Benares, New 6,350
	Benares, Old 6,225.
The state of the s	

Banks

HONGKONG & SHANGHAI BANKING CORPORA-TION.

RESERVE FUNDS

Sterling

Silver

£1,500,000 at 2/---

\$15,000,000

\$32,650,000

...\$17,650,000

Reserve Liability Proprietors\$15,000,000 COURT OF DIRECTORS. Hon. Mr. D. Landale, -Chairman. W. L. Pattenden, Esq. Deputy Chairman,

S. H. Dodwell, Esq. G. Friesland, Esq. E. Goetz, Esq. C. S. Gubbay, Esq. P. H. Holyoak, Esq. C. Landgraf, Esq.

J. A. Plummer, Esq. Hon, Mr. E. Shellim. H. A. Siebs, Esq. **CHIEF MANAGER:** Hongkong-N. J. Stabb. MANAGER.

Shanghai-A. G. Stephen. London Bankers-London County and Westminster Limited.

Hongkong-Interest Allowed. On Current Account at the rate of 2 per cent. per Annum on the daily balance-3

ON FIXED DEPOSITS.

For 3 months. 21 per cent per Annum. For 6 months. 33 per cent. per For 12 months, 4 per cent per

HONGKONG SAVINGS BANK

N. J. STABB, Chief Manager

THE Business of the above Bank is conducted by the HONGKONG AND SHANGHAI BANKING CORPORATION. Rules may be obtained on application.

INTEREST on deposits is allowed on the minimum monthly balances at \$3 Per Cent per an-

Depositors may transfer at their option balances of \$100 or more to the Hongkong and Shanghai DEPOSIT * 4 Per Cent. per application. annum-

For the Hongkong and Shanghai. Banking Corporation, N.J. STABB, Chief Manager,

DEUTSOH ASIATISCHE

Capital Fully Paid-up ... Sh. Taels 7,500,00 Head Office. Shanghai. Board of Directors—Berlin.

Branches: Calcutta Canton Drapery Millinery and Piece Peking Singapore Tientsin Hamburg Hankow Kobe Tsinanfu Tsingtau Yokohama.

Hardware, Machinery and Messrs. N. M. Rothschil & Sons. The Union of London and Smith's

> Agency. Direction der Disconto Geseilschaft. Dresdner Bank

INTEREST allowed on Current Account. DEPOSITS received on terms which may be learned on application. Every description of Banking and Exchange busi-R. TIMMERSCHEIDT

Managge.

Cable Address; "Annuaire. London Hongkong, Sth Cot., 1711.

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INTERNATIONAL BANKING CORPORATION.

Head Office; -- 50, Wall Street, New York. London Office; -- 36, Bishopsgate, E.C. BRANCHES :-

Bombay Calcutta Canton Kobe Manija Mezico Panama Peking San Francisco Shanghai Yokobama

EVERY DESCRIPTION OF BANKING BUST NESS transacted. CURRENT ACCOUNTS opened on the Manage DEPOSITS RECEIVED, fixed for one year at 4% per annum, or for shorter periods, at rates, which may be ascertained on application.

BILLS NEGOTIATED and COLLECTED.

MAIL and TELEGRAPHIC REMITTANCES

LETTERS OF CREDIT and DRAFTS granted on all the principal cities in the World.

THE HANK'S CIRCULAR LETTERS OF CREDIT are available all over the World.

OOMMERCIAL LETTERS OF CREDIT PURCHASE and SALE of Stocks and Shares WRAVELLERS CHECKS sold and caubed.
GEORGE HOGG,

Manager. 'Queen's Road, Hongk Hougeorg, 1st Nov., 1912

THE VOKOHAMA SPECIE BANK LIMITED.

Established 1880. Authorised Capital Yen 48,000,000 Paid-up Capital 30,000,000 Reserve Fund 18,550,000 Head Office. - YOKOHAMA

Branches Agencies at Nagasaki Antung-Helen New York Osaka Pekla Bo ubay Calcutta Changchun Dairen Pengtien Rygian (Port Hankow Hosolule Sin Francisco Tientsia Tokyo Los Angeles

Depos to received for fixed periods at rates to be beautiful on application. EISHI ONO, Manager. Hongkong, 30th Sept., 1913. [18

THE CHARTERED BANK OF INDIA, AUSTRALIA AND CHINA

Incorporated by Royal

Charter 1853. HEAD OFFICE.—LONDON. Paid-up Capital£1,200,000 Reserve Fund....£1,700,000

Proprietors£1,200,000 FOREIGN EXCHANGE and General Banking business trans-

Reserve Liability of

soted. CURRENT ACCOUNTS opened and FIXED DEPOSITS received for 1 year or shorter periods Bank to be placed on FIXED at rates which will be quoted on

> A.S. HEWETT. Acting Manager. Hongkong, 11th April, 1912., [22

THE MERCANTILE BANK OF

INDIA, LIMITED.

Authorised Japital£1.500.000 Subscribed 1,125,000 Paid Up Reserved Fund 415,000

BANKERS: Bank of England. London Joint Stock Bank, Limited.

Interest allowed on Current Accounts at 2 per cent per annum on Daily Balance and on Fixed Deposits at rates which may be ascertained on application.

> A. L. LINTON Manager.

THE ALEXANDRA CAPE Cannot be Beaten, if Equalled Bor Bread, Cakes, Confectionery meals with Wines & Liquens

ROYAL H NGKONG GOLF CLUB

The Services v. The Club.

Some very interesting golf should be witnessed in the above match, which falls to be played over Fan Ling to-morrow. Both sides are strongly represented, the players being as follow :-THE SERVICES V.

THE CLUB: Lieat, Gardner v Mr. J. Clark Commander Waterer v Mr J. H.

T. McMurtrie Lieut. Baganll v Mr K. M. Camming

Tuson v Mr T. Forrest

Capt. Dob'in v Mr R. O. Hutch Commander Boucher v Mr C.

H. Beavis Lieut. Torrie v. Dr. Lindsay DAY 26th February, 1914 (both Woods

Capt, Turnbull v. Mr. G. Archbutt Lieut, Bedwell v Mr E. J. Grist

Capt. Lindsay v Mr M. A. Murray Players are reminded that no times will be reserved for Match on the Starting List, and that each player will have to arrange with his opponent as to booking. The Match commences on the arrival of the 8.35 train.

Six Children Frozen to Death. Sixechoolchildren have (says the Central News Dreaden correst ondent) been found frozen to death in a cliffside cave near Weinert, in the Erzgebirge. They were on their way homewards when they were surprised by a heavy snowstorm, from which they sought shelter in the cave.

Abublic Companies

CHINA PROVIDENT LOAN & MORTGAGE CO., LTD.

THE SEVENTEENTH OR-- DINARY ANNUAL MEETING of SHAREHOLD. ERS in the Company will be held at the offices of the Company, St George's Building, No. 6, Connaught Road, on FRIDAY, the 27th February, 1914, at 11 30 a.m., for the purpose of receiving a Statement of Accounts and the Report of the General Managers ber, 1913.

from MONDAY, the 23rd Februnry, 1914, until FRIDAY, the December, 1913. 27th February, 1914, both days inclusive.

SHEWAN TOMES & CO. General Managers Hongkong, 17th Feb., 1914.

INDO-OHINA STEAM NAVIG-ATION CO., LTD.

THE Transfer Books of the above Company will closed as from Monday the 23rd instant to Saturday the 28th instant, both days inclusive. JARDINE, MATHESON

& Co., Ltd. General Managers.

SILIMPOPON COAL. **BUNKERS**

can be supplied cheap rates. SANDAKAN & SEBATTIK (British North Borneo).

At these ports steamers call ing for bunker coal exclusively are exempt from all shipping dues and charges.

Public Companies

NOTICE.

THE KOWLOON LAND AND BUILDING 'CO., LTD.

NTOTICE IS HEREBY GIVEN that the TWENTY FIFTH ORDINARY MEETING SHAREHOLDERS in this Company will be held at the COM-PANY'S OFFICES, VICTORIA BUILDINGS, on THURSDAY, 26th FEBRUARY, 1914st NOON. for the purpose of receiving the REPORT of the DIRECTORS ogether with Statement of AC-COUNTS for the year ending

31st December, 1913. The REGISTER of SHARES of the Company will be closed C. Diederichsen, Halphong from TUESDAY 17th to THURSdays inclusive), during which period no TRANSFER SHARES can be registered.

Land Investment Agency Company, Limited; Agents for the Kowloon Land and Building Co., Ld.

By order of the Board of

HONGKONG HOTEL COM-PANY, LTD., ORDINARY HALF-YEARLY MEETING.

THE above Meeting of the Shareholders will be held at the Company's Hotel on Wednesday, the 25th February, 1914 at 12,30 p.m. for the purpose of receiving a Statement of Accounts of the Company to the 31st December, 1913 with the Report of Directors; and to discuss any matter which may be competenty brought before the Meeting. The Transfer Books of the Company will be CLOSED from the

days inclusive. By order of the Board. J. H. TAGGART. Acting Secretary.

19th to the 25th February both

THE HONGKONG & KOW-LOON WHARF & GODOWN COMPANY LIMITED.

NOTICE TO SHAREHOLDER? THE TWENTY-SEVENTH ORDINARY ANNUAL MEETING OF SHARRHOLD ERS will be held at the Offices of Messrs Jardine Matheson & Co. for the year ending 31st Decem- Ltd., on THURSDAY, the 5th March, 1914, at 11.30 a.m., for the the TRANSFER BOOKS of purpose of receiving the report of the Company will be CLOSED the Directors and Statement of Philippine Is.—Per TEAN, 24th 3 p.m. Accounts for the year ending 31-t

> .The TRANSFER BOOKS of the Company will be CLOSED from 23rd to 5th March inclusive. W. S. BROWN.

Secretary. Hongkong, 16th February, 1914

HONGKONG TRAMWAY CO. RACE MEETING TRAFFIC.

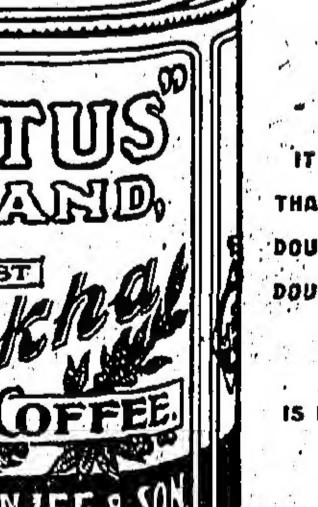
Passengers leaving the Race Course are particularly requested to wait at one of the Three Marked Stopping Places.

At the end of each day's Racing there will be Three Exits available from the Enclosure. These Exits are at each of the above-mentioned Stopping

Places. Twenty Passengers only are allowed on the top of double deok Cars.

Crowding the Motorman's end of the Car so as to hamper him in any way is not allowed.

J. J. S. KENNEDY. General Manager. Hongkong, 16th Feb., 1914.



AND . KOWLODK

IT IS WHAT YOU GET MORE DOUBLE STRENGTH MEANS DOUBLE VALUE.

IS UNIFORMLY EXCELLENT.

Obtainable Everywhere.

POST OFFICE.

'A New Mail Train Bervice via Tientsin and Pukow for Europe (via Siberia) will be closed at Shanghal every Wednesday C. Diederichsen Ger. er 771, H. Frand

The Australien , with the French Mail is due to arrive here to-morrow at 8 p.m.

MAILS DUR. French, Australien, 22nd inst.

> MAILS VIA SIBBRIA. Shanghai Feb. 18.

MAIL ARRIVED TO-DAY. Llangohow, Shanghai Torilla, Singapore

MAILS CLOSE TO-DAY.

Shanghai, North and China Kamor for Salgon (Europe via Siberia) —Per Kwangre for Tillatinp FOOCHOW, 21st inst. . 5 p.m. Chunsang for Port Coubert

Swatow & Shanghai-Per OHOYBANG, A. SHELTON HOOPER.

Secretary to the Hongkong Japan via Kobe—Per FULTALA, 21st Germania for Korror

> TO-MORROW Swatow-Per HAIMUN, 22nd Feb. 9 a.m. watow Amoy and Formosa via Tamsu -Per DAIJIN MARU, 22nd

Straits, Batavia, Cheribon, Samarang, Sourabaya - Per HOKUTO MARU, 22nd inst. 9 a.m. Shanghai, North China, Japan via Kobe---Per SCANDIA, 22nd inst. 4

Straits & India via Calcutta - Per KUMSANG, 23rd Feb., 1 p.m. Shanghai and North Chius. Japan via Kobe (Europe vin Siberia)-Per AUSTRA-LIEN, 23rd inst., 4 p.m. (To make connection with the Tsinft

Train leaving Shanghal on Thursday the

26th Feb., at 8 p.m.)

MONDAY, 23rd Feb.

TUESDAY, 24th Feb. Swatow, Amoy and Fouchow-Per HAI TAN, 24th Feb., 10 a.m.

Shanghai & North China, Jap. via Nagasaki, Honolulu, Canada, United, States, S., American, Via San Francisco (Europe via Siberia) --- Per KOREA, 24th inst., 10 a.m.

Shanghai and North China, Japan via Moji, Victoria, B.C., Salgon, Straits, Ceylon, Ada

first clearance will be incluted MAGELLAN. 24th inst. 11 a.m.

WEDNESDAY, 25th Feb. Halphoug, Pakhol and Saigon - Per SUNGKIANG, 25th inst., 9

Straits & Ceylon-Per IYO MARU, 25th Swatow-Per HAIMUN, 25th Feb. 10 a.m

THURSDAY, 26th Feb. Shanghai and North China---Per LU-CHOW, 26th inst. 3 p.m.

FRIDAY 27th Feb. Philippine Islands, Australi Tasmania & New Zealand via Port Darwin - Per

2 2 PIRE, 27th Feb., 9a.m. SATURDAY, 28th Feb. Straits, Burmah, Ceylon, Adelaide, Western Australia, India, Aden, Egypt, and Europe via Brindisi. (Late Lotters 11 a.m. to noon. Extra Postage 10

departure of the mail (Extra Postage 10 cents) (Letters posted in all the Pillar Boxes in time for the first clearance mail.)—The Parcel mail will be closed on Friday the 27th inst., Inst., Il a.m.

p.m.-Per ASSAYE, 28th Philippine Islands—Per LOONGSANG, 28th inst., 1 p.m. Shanghai, & North China,

(Europe via Siberia) - Per LIANGOHOW. 28th inst., 3 Shanghai and North China

(Europe via Siberia)—Per KANCHOW, 28th inst,, 5 p.m.

TUESDAY, 3rd Mar.

THAN WHAT YOU PAY. THE Bwatow, Amoy and Boochow -Por HAI. CHING, 3rd Mar., 10a.m. North & China-Per SHAO HSING, 3rd Mar., 11 a.m. Philippine Is., Straits, Burmah Coylon Adelaide, Western Austrain, India, Aden, Egypt and Europe via Naples—Per DER-FFINGER, 3rd Mar. 9 a.m. Philippine Islands-Per ZAFIRO, 3rd

Philippine lalands—Per CHINHUA, Steamer; 3rd Mar. 3 p.m.
Bhanghai & North China, Japan Nagasaki - Per NAMSANG. 3rd Mar. 5 p.m.

THURSDAY, 5th Mar.

da, United States and South (Europe via Siberia) - Per H OF JAPAN, SER MAR 10 a.m.

SHIPPING NEWS.

ARRIVED.

This Train will connect with the TransSiberian Express conveying the Mails sent Kailo Maru, Jap. 25, 1,902, Y. Yamamoto, via Dalny on Wednesday mornings.

State inst.—Swatow, 20th Inst.,

Gen. O. S. K. Kalgan, Br. s.s. 1,413, D. R. Davies, 20 inst .- Honyay, 18th Inst., Conl-Liangehow, Br. s.s. 1,220. Wm. Berson, 20th inst:-Shanghel, 17th lust., Gen.-B. and S.

Mexico City, Br. s.s. 3,179, N A Starkey, 21th Inst. --- Moji, 15th inst., Coal Beandia, Ger. s.s. 2,850, Y. Yochins, 20th inst .- Hamburg, 3rd ult., Gen .--

Siberia, Ame. s.z. 5,655, A. Zeeder, \$1st inst.---San Francisco, Gen.--P. M. Co. Torilla, Br. 3,189, C. J. Swanson, 21th inst. -Robe 14th inst., Gen .- D. S. &

DEPARTED. February 20.

American for K.C. Wan Hongmeh for Singapore PARTIED BIT TOP INCODE Tamon Maru No. 11 for Hongay Halohing for Foodbow Kwang Lee for Shanghai Prinz Waldemar for Sydney Oanfa for Yokohama Anhui for Shanghai Yanguze for Liverpool

> CLEARANCES AT THE HARBOUR OFFICE.

February 21. Tacoma Maru for Victoria Daijin Maru for Tamsulvia Swatow Albiana for Chin-wan-tao Choysang for Shanghai vin Swatow Teintau for Singapore via Hoihow Rubi for Ilpilo via Manila Scandia for Yokohama via Shanghai Drufar for Bangkok via Swatow Foochow for Shanghai and Tsintau Yuensang for Manila Pong Tong for Singapore via Amoy

Haimun for Swatow Holuto Maru for Somabaya via S'pore Rajab for Kajun Hangsang for Canton Telunga for Kobe via Milke Liangehow for Canton Fultala for Yokohama via Kobe

PASSENGERS ARRIVED Per s.s. Liangehow from Shanghai on the 20th inst. --- Mrs Barclay, Mrs De Macao

Wolf, S Bengtson, C West. Per s.s. Siberia from San Francisco etc. Pakhoi on the 21st inst .- Mrs F M Allen, Mrs Li, Holhow and Scattle—Per AKI MARU, E Alf. L Anderson, Mr. MC Aldrich, Miss Phulien 24th inst. 10 a.m. M Bull, Miss O Baptcheisky, S J Burney, Tourane Miss L Blaisdell, Miss E Best, T L Cha- C. St. J. Salgon, Straits, Ceylon, Additional Visse, J.S. Church, Mrs.J.S. Church, Mrs.B. Aparrilaide, Western, Australia, In. W. Cadwallader, A. Corristiage, S. Cohan, Manila dia, Aden, Egypt and Europe W. Cadwallader, A. Corristiage, S. Cohan, Manila dia, Marseilles (Late Letters 11 G.M. Clark, Mrs.G.M. Clark, Miss A. Clark, Legaspi via Marseilles (Late Letters 11 G.M Clark, Mrs G M Clark, Miss A Clark Legaspi to Noon. Extra Postage 10 E H Solleyshaw, Miss C and K Charters. Iloilo cents). Letters posted in all Dr R G Davis, Mr and J H Dollor, Mrs J Bacolod the Pillar Boxes in time for the M Darrah, E H Dunning, Miss E Fay, Mr Cebu and F.D Gamewell, Mrs E G Grooms, J Labuan B Garneau, Mrs M Hahn, J Javdynsky, Mrs H A Koster, Miss E L Kupfer, Miss A Love, Mr and Mrs L W Messer, F E Milzzy, C E Meyers, P Miller, Miss M E Parsons, Mrs W E Parsons, S R Price, Mrs C E Pearson, Mr and Mrs R T Pad-Ret, Miss L Pate, H E Reynell, Mr & Mrs Ramos, Miss J Ramos, Dr S A Ransom. J B Suttor, Mrs J Sanchez, Mrs C L Seitz, Mr & Mrs D H G Stanbrough, Dr B Thomas, G T Trimmer, R J Vandoff, Rev & 5 For Mrs L Wolfe, J G Ward, Dr C E Watker, Scale.

Mrs CE Walker, Chas E Walker Jr. PASSENGERS DEPARTED Per s.s. for Manila on the 21st inst.,— Rov F E Martinez, Rev F D Tutusans, Rev B J Aldar, Mr and Mrs C N Ligget, R C Ligget, A Memije, Kwan Siong Chaw, Go Fong, Ah Gec, A Verdagure, Lo Suy, Liong Tong, T Tenorio, T Cruz, S Villanueva, L Tenorio, G Fernandez, P Alambra, B Cruz, C Lur, Keng Hong.

SHIPS PASSED THE CANAL London, 20th Feb. Arrivals from China:-Hitachi Maru, Koorber, Keemun, Indra. to noon. Extra Postage 10 The following vessels have passed the cents.) (Supplementary mail on Canal:—Borneo, C. Ferd Lacizz, Dencaboard up to the time fixed for lion, Dumbea, Titan, Hoerde, Laomedon.

Oysters, Fresh, Fried or Stewed will be included in this contract | Findon Haddocks, Kippers &c. ALEXINDRA CAPE.

Mail Stramers

AMERICAN MAIL LINE TO SAN FRANCISCO

Via Shanghai or Manila, Nagasaki, Inland Sea, Kobe, Yokohama and Honolulu. THE SUNSHINE BELT Operating the following steamers

MONGOLIA, MANCHURIA, KORBA, SIBERIA and NILE, CHINA and PERSIA. Some Features of Service:
Electric Fans, Swimming Tonk, Orchestra, Amusements, Wireless Telegraph
ubmarine Signal Service and Bilge Keels.

Cuising under personal supervision of Mr. V. Moroni, one of the World's most famous caterors. Return portion of round trip tickets, as above, available for Passage Via C.P.R. from Vancouver Idenired. Through Passengers have the Privilege of Travelling by Rail between ports of Kobe, and

Hongkong-Manila Service.

Shanghai, North China, Japan Ring's Building (opp. Blate Pier). R. C. MORTON, Telephone No. 141

Penama Pacific International Vaporition des Francisco-tore

WEATHER REPORT.

On the 21st at 11.15 .- Pressure has inpreased moderately over the lower Yangtze Valley, and decreased slightly over Annan, the Philippines, and N. Japan.

A small, shallow depression appears to have formed in the neighbourhood of Variable winds and fog are indicated

along the east coast of China, south of Focchow, and moderate to light B.E. winds over the northern portion of the N. Hongkong Rainfail for the 24 hours ending at 10 a.m. to-day, 0.00 inches.

FOREOAST FOR THE 24 HOURS. ENDING AT NOON TO-MORROW. Forecast. District. 3.E. or Hongkong and Neighbour- | variable

light; fair.) Variable 2 Formosa Channel...... squally. South coast of China be-? The same tween H.K. and Lamooks | as No. 1

out Count Metapointoniani Perinter.

South const of China be- 2 S.E. winds,

tween H.K. and Hainan ...] moderate.

HANGHAI

Hongkong, 18th Feb. 1914.

JE-SELTON, KUDAT &

and Breman/Hamburg:

Bremen/Hamburg:

r Marsoilles, Rotterdam and

Tuebingen about 18th of Apr.

For further Particulars, apply to

China Coast Meteorological Register. 21st February, a.m.								
Station.	Barometer.	Temperature. Humidity.	D'tion. Force.	Weather				
Tokio Kochi Nagasaki K'shima Oshima	30.0 30.1 30.1 30.0 30.0	1 4 5 5 2 3	SSW DOW SO SO SW SW	1101111121				

Hankow Ichang Kiuklang. Changsha Sharp P. 29,95 Amoy 30.02 Talchu Tainan 67 95 so Canton Gap Rock 29.90

30.00 30.01 68 ne 2 b 29.96 82 T. F. Claxton, Director. Hongkong, Observatory, Feb. 21st. 1 Barometer, reduced to 32 degrees Moir, F W McLaughln, A P Nazer, Miss Enhrenheit on the level of the sea in in-C A Nickleson, Miss G Oldroyd, W E has, tenths and hundredths. Powers, Mrs W E Powers, P O Peuster, W Z Temperature, in the shade, in degrees 2 Temperature, in the shade, in degrees

30.00

sw : 1 b

Fahrenheit. . 3 Humidity, in percentage of saturation, the Humidity of air saturated with mois-

4 Direction of Wind, to two points. 5 Force of Wind, according to Beaufort.

State of Weather, b blue sky, c de-tached cloud, d drizzling rain, f fog, g gloomy, h hall, I lightning, o overcast, p passing showers, q squally, r rain, s snow, t thunder, v visibility, w dew wet. O Rain in inches, tenths and hundredths

METEOROLOGICAL.

· Previous Day On date On date Barometer29.99 emperature Humidity Wind Direction ... Force Weather

Elignest open air Temperature on the soth H.K. Observatory, 21st Feb.

T. F. OLAXTON, Director.

Hongkong, 20th Feb., 1914.

FRENCH MAIL LINES.

FORTNIGHTLY SERVICE

FORTNIGHTLY SERVICE TO EUROPE via SUEZ CANAL

Australien SHANGHAI, KOBE AND Amazone YOKOHAMA Atlantique Magellan MARSEILLE via PORTS

ALL STEAMERS FITTED WITH WIRELESS. Transhipping on the Co.'s Steamers at Colombo, for Calcutta, Bombay and Australia, at Port Said for the Levant, Constantinople and Black Sea. Through Tickets to London via Paris by rail.-

delivered here. For further particulars apply to.

> S. C. do BUSSIERRE, Acting Agent.

Printed and Published by the Proprietor, Dr. J. W. Mobie,

THE PENINSULAR AND ORIENTAL S. N. CO. ENGLISH MAIL.

Mail Steamers

[X/ILL despatch VESSELS to the Undermentioned PORTS on or about the DATES named: To Sail On Remarks Steamers LONDON, via Us-) Assaye Freight ual Ports of Call > Capt. G. J. Coldwell &P'sage LONDON & ANT-WERP via Singa- Nore Freight about Penang, | Capt. D. Asbury 4th Mar. & P'sage O'mbo, Port Said, & Marseilles SHANGHAI KOBE (Malta MOJI. Freight about Capt. G. W. Cockman 24th Feb. & P'sage

All the above steamers are fitted with Wireless Telegraphy. · For Freight, or Passage apply to

E. A. Hewett, Superintendent. P. & O. S. N. Co.'s office,

Capt. C. C. Talbot

NORDDEUTSCHER LLOYD.

BREMEN.

Freight

& P'sage

21st Feb.

9 a.m.

About

TUESDAY.

3rd Mar.

8th Mar.

SUNDAY,

about

27th Feb.

GERMAN MPERIAL Steamers. To sail on NAPLES, GENOA, AL-) Derfflinger TUESDAY, GIERS GIBRALTAR, Capt. F. Prosch 23rd Mar.

SOUTHAMPTON, 10 a.m. A'WERP&H'BURG...J Calling at Manila THURS. TSING-) Prinz Eitel Fredrich TAU, KOBE AND Capt. C. Mundt 5th Mar. YOKOHAMA M'LA, ANGAUR, YAP, SAMARAI, NEW-SATUR.

GUINEA, BRISBANE, > Prinz Waldemar SYDNEY AND MEL- Capt. O. Jurany 6,100 BOURNE..... Coblenz Capt. L. Klughist

SANDAKAN All the steamers of the European Line are fitted with Wireless

Telegraphy. New System of Telefunken.

Borneo

FREIGHT LINE.

NEXT SAILING FROM HONGKONG.

OUTWARD, Tuebingen 2nd Mar. Cernis16th Mar.

...... 27th April. Sigmaringen......30th Mar. HOMEWARD. For Marseilles, Dunkirk, R'dam | For Havre, Emden & Hamburg

Bremen Mark about 10th of Mar. Gernis about 5th of May. For Havre, Emden and Hamburg/ For Marseilles, Rotterdam and Bromen/Hamburg: Cocttingen about 28th of Mar.

Sigmaringen about 16th of May. For Havre, Dunkirk, Emden and Hamburg/Bremen:

about 1st of June.

MELCHERS & CO., GENERAL AGENTS, HONGKONG and CHINA.

NORDDEUTSCHER LLOYD

TO AND FROM via SHANCHAI.

Steamers. To sail 23rd Feb. 9th Mar. 23rd Mar. 24th Feb. 10th Mar, Australien 24th Mar.

Circular tickets to Europe via Suez and SINERIAN ROUTE and vice-versa

Ice House Street, in the City of Victoria, Hongkong